

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 21/12-20

Date/Time: December 20, 2021/6:00 p.m.

***SPECIAL NOTICE DUE TO COVID-19 MEETING WILL BE HELD VIA TELECONFERENCE ONLY
THE MEETING WILL NOT BE OPEN TO IN-PERSON MEETING**

**PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020**

Members of the public who wish to address the Council may do so by submitting a written comments to the Deputy Clerk via email deputyclerk@ci.firebaugh.ca.us Please provide: Council Meeting Date, Item Number your comment are pertaining to, Name, Email and comment, no later than 3:00 PM the day of the meeting.

***Pursuant to Government Code Section 54953 (b)(2), all action taken during this teleconferenced meeting shall be by roll call vote.**

Join Zoom Meeting

<https://us02web.zoom.us/j/86036567922?pwd=bFVhOGpCL2hNemdWN0NnOHBhWIRCdz09>

Meeting ID: 860 3656 7922

Passcode: 936222

Phone: 1-669-900-9128

CALL TO ORDER

ROLL CALL

Mayor Freddy Valdez
Mayor Pro Temp Brady Jenkins
Council Member Felipe Pérez
Council Member Marcia Sablan
Council Member Elsa Lopez

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PUBLIC COMMENT

PRESENTATION

- Michael Sigala of Sigala Inc. – Accessory Dwelling Unit Program (ADU) Downtown Mixed-Use Concept

REORGANIZATION

1. REORGANIZATION OF CITY COUNCIL.

- A. Mayor
- B. Mayor Pro Tem

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

2. APPROVAL OF MINUTES – The City Council regular meeting on December 6, 2021.

3. WARRANT REGISTER – Period starting November 1 and ending on November 30, 2021.

November 2021	General Warrants	#42047 - #42186	\$ 1,104,696.90
	Payroll Warrants	#71622 - #71648	\$ 188,730.78
	TOTAL		\$ 1,293,427.68

4. CITY OF FIREBAUGH 2022 HOLIDAY SCHEDULE.

5. CITY OF FIREBAUGH 2022 COUNCIL MEETING SCHEDULE.

PUBLIC HEARING

6. ORDINANCE NO. 21-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE “MOBILE HOME PARKS ACT”, AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILE HOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE – SECOND READING.

Recommended Action: Council receives public comment & approves Ord. No. 21-04.

7. ORDINANCE NO. 21-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADDING SECTIONS 13-2.20 OF CHAPTER 13 AND SECTIONS 25-24 AND 25-21.9.1 OF CHAPTER 25 OF THE MUNICIPAL CODE – SECOND READING.

Recommended Action: Council receives public comment & approves Ord. No. 21-06.

8. ORDINANCE NO. 21-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ELEMENT 7, LLC – FIRST READING.

Recommended Action: Council receives public comment & waives the first reading of Ord. No. 21-07.

NEW BUSINESS

9. RESOLUTION NO. 21-45 - RESOLUTION OF THE CITY OF FIREBAUGH APPROVING FIRST AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH LOZANO SMITH AS CITY ATTORNEY(S) & AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS.

Recommended Action: Council receives public comment & approves Res. No. 21-45.

SUCCESSOR AGENCY MATTERS:

10. RESOLUTION NO. 21-46 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL YEAR 2022-23.

Recommended Action: Successor Member receives public comment & approves Res. No. 21-46

11. RESOLUTION NO. 21-47 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2022, THROUGH JUNE 30, 2023, AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2022, THROUGH JUNE 30, 2023.

Recommended Action: Successor Member receives public comment & approves Res. No. 21-47

12. HOUSING SUCCESSOR AGENCY SENATE BILL 341 ANNUAL REPORTS FOR FISCAL YEAR 2020-21.

Recommended Action: Receive comments & file City of Firebaugh Housing Successor Agency Annual Report FY20-21.

STAFF REPORTS

CLOSED SESSION

13. Government Code Section 54957

PUBLIC EMPLOYEE EVALUATION: City Manager.

14. Government Code Section 54957(b).

PUBLIC EMPLOYEE EVALUATION: City Attorney.

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, December 17, 2021, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

City of Firebaugh

CITY COUNCIL PRESENTATION

DECEMBER 20, 2021

Accessory Dwelling Unit (ADU) Program Downtown Mixed Use Concept Development

Sigala Inc • Collins & Schoettler • Thom Black, Architect • Randy Hatch Planning Consultation

What is an ADU?

- “A secondary housing unit on a single—or multi-family residential lot that provides complete independent living facilities including kitchen and bathroom facilities for one or more persons.”
- State mandated standards; local code is being updated.
- City of Firebaugh LEAP funded program.
- Plans to be offered at no cost to the public.



ADU ABCs

ADUs vary in structural forms.

ADU ABCs

Attached ADU

is attached to a primary dwelling unit.

Detached ADU

is separated from a primary dwelling unit.

Internal Conversion

is an ADU or JADU within an existing or proposed primary dwelling unit or within an existing accessory building.

Junior ADU

is an ADU of no more than 500 sf. and is contained entirely within an existing primary dwelling unit, including attached garage.

Statewide Exemption ADU

is an ADU of up to 800 sf., 16 ft. in height, and with a 4 ft. side and rear yard setback.



ATTACHED



DETACHED



INTERNAL CONVERSION
(Attic, Junior ADU)



INTERNAL CONVERSION
(GARAGE)

Plan Choices:

- 420 sq ft - One bedroom plan and Studio alternate
- 461 sq ft - One bedroom plan and Studio alternate
- 498 sq ft - One bedroom plan and Studio alternate
- 528 sq ft - Two bedroom plan

Elevation themes to choose from:



LENA

◆ SMOOTH STUCCO FINISH



CANOGA

◆ VERTICAL BOARD & PLANK



RESEDA

◆ HORIZONTAL LAPPED BOARD

One bedroom and studio concept (420 SF)



One Bedroom floor plan



Studio floor plan

Accessory Dwelling Unit (ADU) Program

One bedroom and studio concept (461 SF)

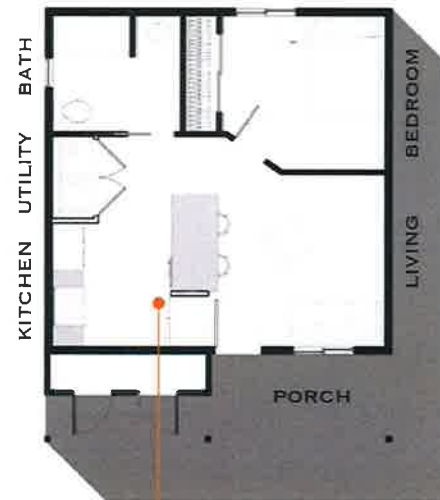


One Bedroom floor plan

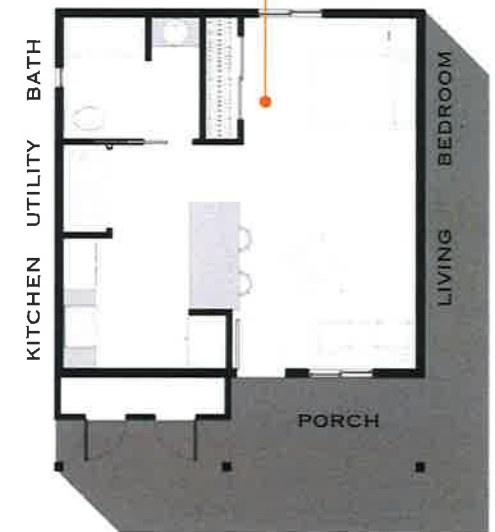


Studio floor plan

One bedroom and studio concept (498 SF)



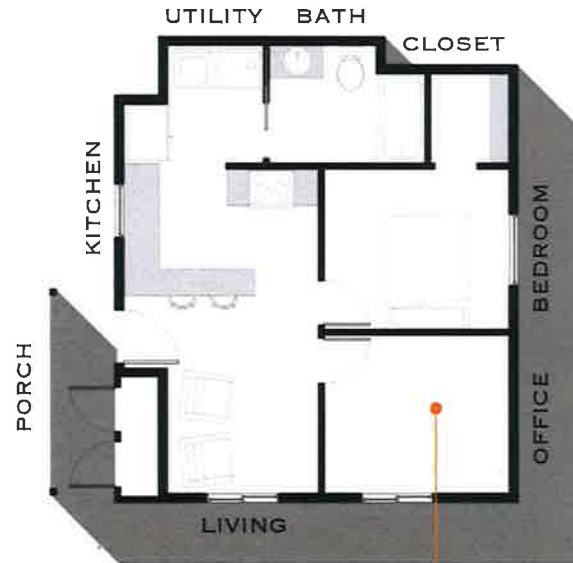
One Bedroom floor plan



Studio floor plan

Accessory Dwelling Unit (ADU) Program

Two bedroom concept (528 SF)



Two Bedroom floor plan



Planning and Permitting Considerations

- Parking
- Setbacks
- Utilities
- Lot size
- Fees
- Approval Process
 - No planning entitlements or CEQA
 - Building permit application still applies
- Other

Next Steps

- Revise and approve conceptual plans
- Building Department review of plans
- Introduction and approval of accompanying ADU Ordinance
- Planning Commission and City Council Approval
- Development of Marketing Materials for the Public
- Rollout of Program/Outreach

Downtown Mixed Use Concept Development



Population and Housing Facts

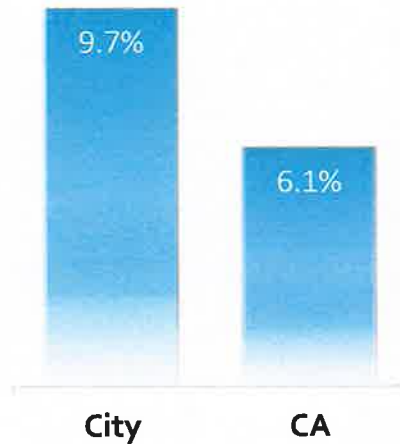


City of Firebaugh

Population Change
2010 v. 2020



% Population of Change
from 2010 To 2020



City of Firebaugh vs. California

Persons Per Household



Median Household
Income



Study Boundary Area

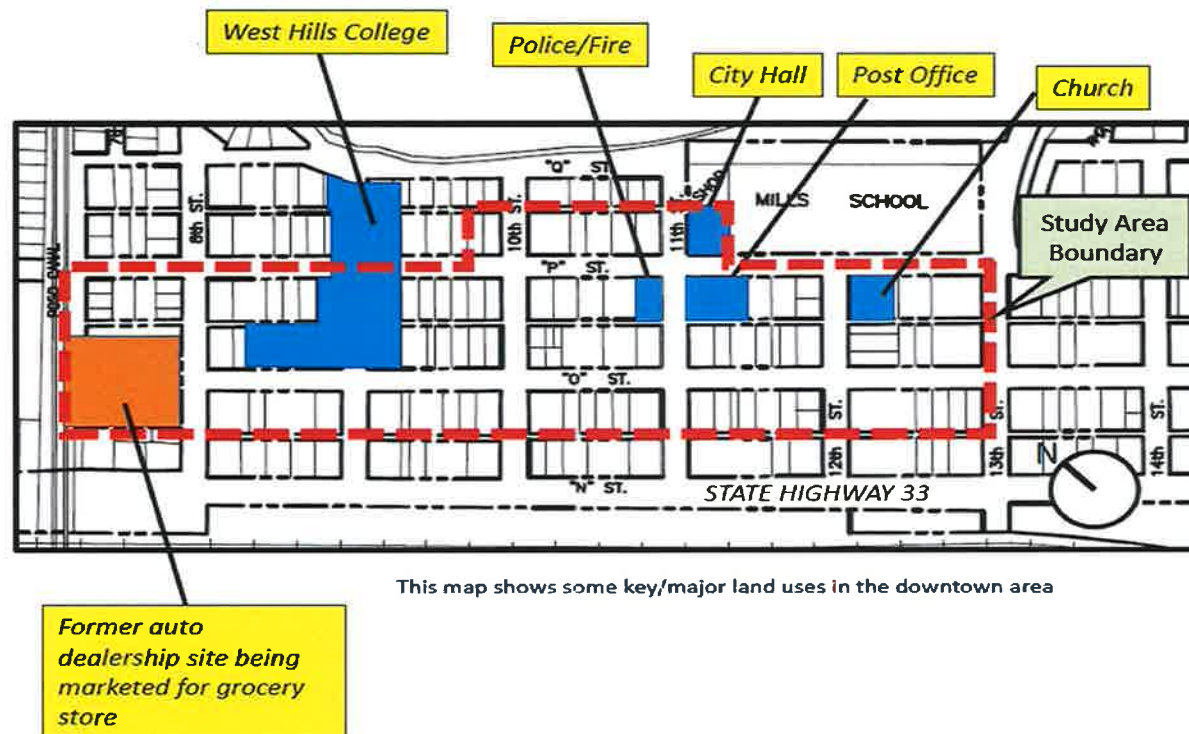


For purposes of this study the "Downtown Area" is defined as primarily those parcels centered along the O Street corridor between 13th Street to the Poso Canal. These parcels are mostly zoned C-2 (Central Commercial) but also include some intervening/adjacent parcels zoned C-3 (General Commercial), R-2 (Low Density Multiple Family Residential), R-3 (Medium-High Density Multiple Family Residential) and G (Government).

Aerial Photo: Downtown Firebaugh Mixed Use Study



Key Land Uses: Downtown Firebaugh Mixed Use Study



Aerial Photo of Recommended Sites



- 1) 26,250 SF (175' wide by 150' deep)
 - Owner: **Von Allman**
- 2) 15,000 SF (100' wide by 150' deep)
 - Owner: **Davis**
- 3) 22,500 SF (150' wide by 150' deep)
 - Owner: **Davis**
- 4) 13,375 SF (90' wide by 150' deep)
 - Owner: **Sangha**
- 5) 41,250 SF (275' wide by 150' deep)
 - Owners: **Catholic Diocese, Marquez, Fuentes**
- 6) 18,750 SF (125' wide by 150' deep)
 - Owner: **Belli**
- 7) 18,750 SF (125' wide by 150' deep)
 - Owner: **Belli**

Traditional Mixed-Use Concept

Ground floor retail, market rate housing on upper floors

Funding – commercial lending



Downtown Mixed Use Concept Development

Affordable Housing Concept

Limited ground floor commercial, housing on all floors

Funding - CA AHSC Program Funded or 9% LIHTC



Alternative Concept: Community Serving Building

Non-profit, quasi-governmental uses with some housing on upper floors

Funding - Federal New Market Tax Credits and Low Income Housing Tax Credits



Downtown Mixed Use Concept Development

Development Considerations	Traditional Mixed-Use	Affordable Mixed-Use	Community Serving Mixed-Use
Cost	Medium-High	High	High
Parking Needs	On site, High	Low	High
Funding	Private/Commercial	AHSC/LIHTC/other	NMTC/LIHTC/other
Timing	Fastest (1-2 years)	Second (2-3 years)	Third (3-5 years)
Market/Feasibility	?	Yes	?
Equity Need	HIGH Private Contribution	HIGH Local Contribution	Medium
Other	Let market respond to feasibility	AHSC comes with significant funding for citywide projects, complex deal	Needs a local champion, complex deal
<i>BOTTOM LINE: If city wants any of these development concepts to proceed, some control of privately held land parcels is needed.</i>			

Next Steps

- Council provide input and direction on mixed-use development concepts, and its desire to proceed.

Depending on above:

- Consider initiating discussions for public-private partnerships with vacant land owners.
- Develop implementation strategy based upon responses from land owners.
- Further financial and design feasibility analysis is warranted for some potential uses.



CITY OF FIREBAUGH

Notice of City Council Re-organization

As of December 20, 2021

	<u>Name</u>	<u>Term</u>
Mayor	Brady Jenkins	Nov. 2020 – Nov. 2024
Mayor Pro Temp	Elsa Lopez	Nov. 2020 – Nov. 2024
Council Member	Marcia Sablan	Nov. 2018 – Nov. 2022
Council Member	Felipe Perez	Nov. 2018 – Nov. 2022
Council Member	Freddy Valdez	Nov. 2020 – Nov. 2024
Deputy City Clerk	Rita Lozano Email: deputyclerk@ci.firebaugh.ca.us Phone: 559-659-2043 ext. 207	
City Manager	Ben Gallegos, City Manager/Acting Public Works Director Email: citymanager@ci.firebaugh.ca.us Email: publicworksdirector@ci.firebaugh.ca.us Phone: 559-659-2043 ext. 206	
Finance Director	Pio Martin Email: pmartin@firebaugh.org Phone: 559-659-2043 ext. 209	

All contact information for officials will be address to:

City Hall
1133 "P" Street
Firebaugh, CA 93622
Phone # (559) 659-2043 Fax # (559) 659-3412

Regular meeting of the Firebaugh City Council is held on the first and third Monday of each month at 6:00 p.m., Andrew Firebaugh Community Center, 1655 13th Street, Firebaugh, CA 93622.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 21/12-06

PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020

City Council Meeting held via teleconferencing

***Pursuant to Government Code Section 54953 (b) (2), all action taken during this teleconferenced meeting shall be by roll call vote.**

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: December 6, 2021/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Valdez at 6:00 p.m.

ROLL CALL Mayor Pro Tem Brady Jenkins
Council Member Marcia Sablan
Council Member Felipe Pérez 6:03 pm
Council Member Elsa Lopez

ABSENT: Mayor Freddy Valdez

OTHERS: City Attorney James Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa; Hector Marin, Deron Colby of People's Farming LLC, Bernard of People's Farming LLC, Curt Hatton of DOT-Caltrans, Brad Cole of DOT-Caltrans, John Liu of DOT-Caltrans, Curt Hatton of DOT - Caltrans, Mid-Valley, Andrea Suarez, Amanda Speakes, Charles "BJ" Fleming, & others.

PLEDGE OF ALLEGIANCE Council Member Lopez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Jenkins, second by Council Member Sablan, motion passed by 4-0 vote.

PUBLIC COMMENT:

Amanda Speakes commended the city of the Christmas event held on the weekend, people were masked, unmasked, most of the Council that attended were unmasked but it was by choice, that's how it should be.

❖ Council Member Perez joined the meeting at 6:03 pm

PRESENTATION:

Curt Hatton, Clean California Coordinator, Brad Cole, Landscape Architecture and John Liu, Maintenance & Operations, of Department of Transportation (CALTRANS), provided a presentation on the Clean California Firebaugh Improvement Project. The program is an \$1.1 Billion initiative through General Fund to clean California on State Route 33, which consist of a three-year Litter Abatement, two-year State & Local Beautification projects, and two-year public education project. It will help create jobs, expand employment social enterprises, create job & career opportunities for veterans, at risk or people exiting homelessness, & re-entering society from incarceration. There is \$296 million, with grants up to \$5 million for local two-year grant programs to Beautify, improve streets, roads, State Highways, tribal lands, parks, pathways & transit centers. Funds should not be used for displaced homeless; projects must be complete by June 30, 2024. There is a quick turn around so call for projects will be December 2021, Project application due February 2022, Project award notification in March of 2022 and a completion deadline on June 30, 2024. Three workshops were held September 1, 2021, October 7, 2021 & November 18, 2021. The State Highway Beautification Enhancements for District 6 received \$26.6 million, also a two-year grant, projects must be completed by June 30, 2023, so they should be non-controversial, no right-of-way acquisition issues, & needs community support. Firebaugh was allocated \$600,000 to use on State Route 33 projects. Recommended projects are rectangular rapid flashing beacons at uncontrolled marked crosswalks or add marked crosswalks. Radar feedback signs, such as speed limits posting, Gateway monuments at entrances to the city, State Route median improvements, sidewalk gap closures, Art on signal

controller cabinet wraps to give curb appeal, Planting, or replacement of planting with dry scaping along SR 33 to reduce maintenance & converser water. City Manager informed this beautification funding is different that the grant the city received a few years back. Council Member Sablan asked if funds could be used for bike lanes. John Liu replied, "Yes, we would like to assist in bike lanes but would ask the city to pass a resolution to avoid vehicles from parking near or by the bike lanes." Council Member Perez asked if some outreach meeting could be held in Spanish.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on November 15, 2021.

Motion to approve minutes by Council Member Jenkins, second by Council Member Sablan, motion passed by 5-0 vote.

PUBLIC HEARING

2. ORDINANCE NO. 21-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE "MOBILEHOME PARKS ACT", AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE – SECOND READING.

Motion to table item by Council Member Lopez, second by Council Member Jenkins, motion passed by 5-0 vote.

3. ORDINANCE NO. 21-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND PEOPLE'S FARMING, LLC – SECOND READING AND CANNABIS REGULATORY PERMIT.

Opening hearing at 6:42 pm – Amanda Speakes asked if anyone has investigated the allegations that were reported at the last regarding this facility, it was reported the staff was relieved of their duties and several trucks were in and out of the facility to remove want ever was going on & it makes you wonder what they were hiding. One person that lives in that area reported seeing what may have looked like machine guns being moved out, who are we dealing with. Council Member Lopez asked if staff has investigated the reported allegations since the last council meeting. Police Chief Raygoza responded, "NO, the city has no jurisdiction or authority, since the property has not been annexed to the city." Council Member Sablan aske the Fire Chief to do an inspection of the facility. Fire Chief will schedule an appointment by the end of the week. Representatives from People's Farming LLC, Bernard and Frank stated a representative will contact the Fire Chief to schedule a tour of the facility, much of what was reported has a lot to do with the behaviors of staff members, which management addressed with them, but allegations are not true and it's more about them trying to get even, we would be happy to explain or meet with city representatives. – Close hearing at 6:40 pm

Motion to waive the first reading and approve the regulatory permit by Council Member Sablan, second by Council Member Perez, motion passed by 5-0 vote.

4. ORDINANCE NO. 21-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADDING SECTIONS 13-2.20 of CHAPTER 13 AND SECTIONS 25-24 AND 25-21.9.1 OF CHAPTER 25 OF THE MUNICIPAL CODE – FIRST READING.

Opening hearing at 7:00 pm - no comment given – Close hearing at 7:01 pm

Motion to waive the first reading by Council Member Sablan, second by Council Member Perez, motion passed by 5-0 vote.

NEW BUSINESS

5. RESOLUTION NO. 21-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.

Motion to approve Res. No. 21-43 by Council Member Jenkins, second by Council Member Sablan, motion passed by 4-1 vote. Lopez – No.

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS THE SAFETY PROTOCOL GUIDELINES FOR IN-PERSON MEETINGS.**

Motion to approve & accept recommendations by Council Member Sablan, second by Council Member Perez, motion passed by 4-1 vote. Lopez – Abstain.

7. **RESOLUTION NO. 21-44 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT.**

Motion to approve Res. No. 21-44 by Council Member Lopez, second by Council Member Perez, motion passed by 5-0 vote.

STAFF REPORTS

- **Police Chief Sal Raygoza** – nothing to report
- **Fire Chief John Borboa** – had one of two rib BBQ records sales this December, money raised from this event goes to the Fire Association that helps buy fire equipment and offers scholarships.
- **Finance Director, Pio Martin** – nothing to report.
- **City Attorney, James Sanchez** – nothing to report.
- **City Manager, Ben Gallegos** – Thanked all the business that supported the Christmas event, the kids were excited to receive presents, a little girl had to run back to the stage from Burger King to collect her gift.
- **Council Member Lopez** – I just want to echo everyone's comments made earlier, breakfast with Santa and the St. Joseph's Christmas bazaar was a success.
- **Council Member Sablan** – inquired who the winners were, City Manager will provide a list of winners. City Manger informed councilmember Sablan that COVID testing is still being provide at Dunkle Park every Tuesday.
- **Council Member Perez** - nothing to report.
- **Council Member Jenkins** – Parade was a success.
- **Council Member Valdez** – the City Manager, Council Member Jenkins and I will be attending the Innovating Commerce Serving Communities (ICSC), December 5 to 7, to bring businesses to the community.

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT *Motion to adjourn at 7:36 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 5-0 vote.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ December 20, 2021

SUBJECT: Warrant Register Dated: November 1, 2021 – November 30, 2021

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

NOVEMBER 1, 2021 – NOVEMBER 30, 2021

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 42047 – #42186	<u>\$ 1,104,696.90</u>
PAYROLL WARRANTS.....	# 71622 – #71648	<u>\$ 188,730.78</u>

TOTAL WARRANTS..... **\$ 1,293,427.68**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42047	11/1/2021	AM PRINT & DESIGN	\$ 538.75	CANTALOUPE MASK BANNER
42048	11/1/2021	AT&T MOBILITY	\$ 907.42	PD INTERNET/CELLPHONES
			\$ 686.42	CITY HALL/PW/COUNCIL CELL
			\$ (405.21)	CREDIT ON ACCOUNT
		Check Total:	\$ 1,188.63	
42049	11/1/2021	AT&T	\$ 483.52	ALL DEPT INTERNET
			\$ 929.73	ALL DEPT TELEPHONE/INTERNET
		Check Total:	\$ 1,413.25	
42050	11/1/2021	CORBIN WILLITS SYSTEMS	\$ 1,094.06	ADMINISTRATION C/W SERVICE
42051	11/1/2021	CENTRAL VALLEY TOXICOLO	\$ 116.00	DRUG ALCOHOL SCREENING
42052	11/1/2021	TAQUERIA DON PEPE	\$ 200.00	PD MANDATORY TRAINING LUNCH
42053	11/1/2021	EMERGENCY VEHICLE EQUIPM	\$ 4,782.95	NEW PATROL CAR EQUIPMENT
42054	11/1/2021	ESAFETY SUPPLIES, INC.	\$ 873.73	LARGE/XL GLOVES
42055	11/1/2021	FRESNO CITY COLLEGE	\$ 136.00	B.ORTIZ FIELD TRAINING
			\$ 152.00	R.TABARES RANGEMASTER
		Check Total:	\$ 288.00	
42056	11/1/2021	OCTAVIO GONZALEZ	\$ 150.00	WORK BOOTS REIMBURSEMENT
42057	11/1/2021	INTERGRATED DESIGNS BY	\$ 2,690.00	FIREBAUGH FIRE STATION
42058	11/1/2021	PITNEY BOWES #8000-9090-	\$ 571.35	POSTAGE MACHINE REFILL
42059	11/1/2021	USA BLUEBOOK	\$ 584.37	VAC TRUCK-PLANTPRO
42060	11/1/2021	CITY OF FIREBAUGH	\$ 50,725.64	ME CHECK OCTOBER 2021
42061	11/3/2021	CITY OF FIREBAUGH	\$ 108,474.97	PAYROLL ENDING 10/29/2021
42062	11/4/2021	U.S. POSTMASTER	\$ 927.50	UTILITY BILLING NOVEMBER
42063	11/4/2021	WESTAMERICA BANK	\$ 2,000.00	CASH FOR XMAS PARADE RAFFLE
42064	11/4/2021	ALERT-O-LITE, INC.	\$ 560.38	ASHPALT PATCH
42065	11/4/2021	AMAZON CAPITAL SERVICES	\$ 46.24	FD-BUG KILLER
			\$ 217.68	FD-MICROPHONE
		Check Total:	\$ 263.92	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42066	11/4/2021	AT&T	\$ 494.77	ALL DEPT INTERNET
42067	11/4/2021	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM SECURITY
42068	11/4/2021	BOUND TREE MEDICAL, LLC	\$ 281.08	FD-GLOVES
42069	11/4/2021	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
42070	11/4/2021	CASCADE FIRE EQUIPMENT CO	\$ 172.76	FD-BRACKET
			\$ 294.50	FD-PATCH/LETTERS
			\$ 63.14	FD-VULCAN
		Check Total:	\$ 530.40	
42071	11/4/2021	DEPT. OF TRANSPORTATION	\$ 584.94	SIGNALS & LIGHTING JULY
42072	11/4/2021	DONAGHY SALES, LLC.	\$ 6,730.20	BEER PURCHAS CANTALOUPE
			\$ 177.00	BEER PURCHASE CANTALOUPE
			\$ (3,085.20)	CREDIT BEER RETURN PURCHASE
		Check Total:	\$ 3,822.00	
42073	11/4/2021	ERNEST PACKAGING SOLUTIC	\$ 329.29	LARGE GLOVES
42074	11/4/2021	FRESNO COUNTY FIRE PROTEC	\$ 83.14	FD-MOBILE EQUIPMENT GRAPH
42075	11/4/2021	YESENIA GARCIA	\$ 150.00	DUNKLE PARK CLEANING DEPOSIT
42076	11/4/2021	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPEND
42077	11/4/2021	JONATHAN GONZALES	\$ 300.00	HEALTH INSURANCE STIPEND
42078	11/4/2021	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
42079	11/4/2021	KEYSTONE RIDGE DESIGNS	\$ 5,586.00	RECYCLE/TRASH CANS
42080	11/4/2021	KIMBALL-MIDWEST	\$ 353.62	FIRE DEPT-DRILL SET
42081	11/4/2021	KTS SERVICES OF NORTHERN	\$ 343.75	AT&T UPGRADE WITH DATAPATH
42082	11/4/2021	RODDY A. LAKE	\$ 275.35	POLICE MEDICAL RETIREE
42083	11/4/2021	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
42084	11/4/2021	VANESSA LINARES	\$ 300.00	HEALTH INSURANCE STIPEND
42085	11/4/2021	L.N.CURTIS & SONS	\$ 1,649.67	FD-MARKO COMPRESSOR SERVICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42086	11/4/2021	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
42087	11/4/2021	MID-VALLEY DISPOSAL	\$ 70.59	WATER TREATMENT PLANT
			\$ 81.24	1325 O STREET/NEW POLICE
			\$ 30,373.25	SERVICES PERFORMED OCTOBER
		Check Total:	\$ 30,525.08	
42088	11/4/2021	NORTHSTAR CHEMICAL	\$ 2,929.32	SODIUM HYPOCHLORITE
42089	11/4/2021	PACIFIC GAS & ELECTRIC	\$ 42,000.36	ALL DEPTS #7355932148-1
42090	11/4/2021	JESSICA PEREZ	\$ 150.00	DUNKLE PARK CLEANING DEPOSIT
42091	11/4/2021	PRECISION CONCRETE CUTTING	\$ 988.04	SIDEWALK OFFSET REPAIR
42092	11/4/2021	PRODUCTIVITY PLUS ACCT DIS	\$ 98.38	PW-PRECLEANER
42093	11/4/2021	QUILL CORPORATION	\$ (31.30)	CREDIT ON NOTEPADS
			\$ 341.19	TONER-PAYROLL
			\$ 354.94	CITY HALL-CLEANING SUPPLIES
			\$ 193.56	TONER-PAYROLL
			\$ 506.25	PD AND COMMUNITY CENTER
			\$ 11.33	FRONT DESK-STAPLER
			\$ 34.53	SENIOR CENTER-BANNER
			\$ 65.56	SENIOR CTR-BALLOONS
			\$ 194.32	PD-TOILET PAPER/PAPER TOW
			\$ 10.35	RITA-DIVIDERS
			\$ 198.45	CALENDARS FOR CITY HALL
			\$ 107.95	FOLDERS FOR BUILDING DEPT
			\$ 8.63	BEN-CALENDAR
			\$ 83.13	NOAH-UPS SURGE
			\$ 178.15	NOAH-UPS SURGE
		Check Total:	\$ 2,257.04	
42094	11/4/2021	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
42095	11/4/2021	RELIABLE BUSINESS TECHNOLOGY	\$ 1,150.00	BASE SYSTEM/FINGER PUNCH
42096	11/4/2021	SIGNMAX	\$ 52.01	CUSTOM SIGN
42097	11/4/2021	RODOLFO TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
42098	11/4/2021	TECH MASTER MANAGEMENT	\$ 150.00	PW/CITY HALL/SENIOR/COMM.CTR
42099	11/4/2021	TELSTAR INSTRUMENTS	\$ 1,652.95	MODULE REPLACEMENT/LABOR

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
			\$ 983.25	PW-MAINLIFT STATION SERVICE
		Check Total:	\$ 2,636.20	
42100	11/4/2021	TEXT MY GOV	\$ 3,900.00	SOFTWARE MANAGEMENT
42101	11/4/2021	JOHN J. TOPETE	\$ 300.00	HEALTH INSURANCE STIPEND
42102	11/4/2021	U.S. BANK EQUIPMENT FINAN	\$ 1,456.98	RNT/LEASE EQUIP 7/20/21-
42103	11/4/2021	DATAPATH	\$ 4,810.00	MONTHLY BILLING NOVEMBER
42104	11/4/2021	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
42105	11/4/2021	WEST SIDE DRUG STORE	\$ 12.78	PD-BATTERIES
42106	11/4/2021	ELISEO M. ALANIZ	\$ 25.80	MQ CUSTOMER REFUND
42107	11/4/2021	ESMERALDA ALANIS	\$ 77.62	MQ CUSTOMER REFUND
42108	11/4/2021	MANUEL CASTANEDA	\$ 76.83	MQ CUSTOMER REFUND
42109	11/4/2021	INC GATEWAY HOMES	\$ 7.02	MQ CUSTOMER REFUND
42110	11/4/2021	MICHELLE & MAGDALENO, L.	\$ 60.74	MQ CUSTOMER REFUND
42111	11/4/2021	DIANA M RAMOS	\$ 56.76	MQ CUSTOMER REFUND
42112	11/4/2021	PETE & LYDIA SOS	\$ 35.88	MQ CUSTOMER REFUND
42113	11/4/2021	RUTH C. RIVAS ANGEL G. ZA	\$ 76.55	MQ CUSTOMER REFUND
42114	11/15/2021	AGRI-VALLEY IRRIGATION LL	\$ 132.09	BATTERY REPLACEMENT KIT
			\$ 14.53	COUPLING
			\$ 23.28	ADAPTER MALE/COUPLING
			\$ 207.01	SPRINKLER
			\$ 7.47	NIPPLE SCHEDULE
			\$ 32.33	COUPLING SCHEDULE/TEE RED
			\$ 34.59	COUPLING/WORK GLOVE
			\$ 50.83	PIPE PVC/PRIMER/COUPLING
			\$ 69.06	COUPLING/TEE SCHEDULE
			\$ 182.11	ELBOW/CAP SCHEDULE/PIPE
			\$ 31.19	COUPLING/BALL VALVE PVC
			\$ 15.23	CEMENT GRAY/PRIMER
			\$ 13.65	REDI MIX CONCRETE
		Check Total:	\$ 813.37	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42115	11/15/2021	ALEX AUTO DIAGNOSTICS	\$ 51.75	98 CHEVROLET SMOG INSPECTION
			\$ 80.00	95 GMC SIERRA SMOG INSPECTION
		Check Total:	\$ 131.75	
42116	11/15/2021	ARDENT GENERAL INC.	\$ 97,822.39	PROJ#21-01B NEW ELECTRICAL
			\$ 100,109.76	PROJ#21-01C EMERGENCY GEN.
			\$ 185,304.21	PROJECT 21-01 FIRE STATION
		Check Total:	\$ 383,236.36	
42117	11/15/2021	AUTOZONE COMMERCIAL (13'	\$ 26.01	BEER BOOTH-TERRY TOWELS
			\$ 24.82	PD-BULB
			\$ 5.28	SHOP-BULBS
			\$ 10.88	DOOR HANDLE
			\$ 4.42	WINDOW HANDLE
			\$ 43.18	AIR FILTER
			\$ (4.42)	HANDLE
			\$ 42.74	WIPERS
			\$ 4.42	BATTERY
			\$ (4.42)	RETURN BATTERY
			\$ 50.06	OIL FILTER
			\$ 37.34	WIPER BLADE
			\$ 48.98	MOTOR OIL/FILTER
			\$ 12.06	FD-BATTERY HOLD DOWN
			\$ 8.52	FD-RUST GLOSS
			\$ (6.56)	FD-BATTERY HOLD DOWN
			\$ 5.50	FD-BATTERY HOLD
			\$ 229.76	PD-FUEL PUMP
			\$ (229.76)	RETURN FUEL PUMP
			\$ 55.49	PD-CONTROL ARM
			\$ 7.66	OIL FILTER
		Check Total:	\$ 371.96	
42118	11/15/2021	BIG RIVER DRILLING LLC.	\$ 15,338.18	WELL #17 REPAIR/LABOR
42119	11/15/2021	CALIFORNIA RURAL WATER	\$ 816.00	ANNUAL CRWA MEMBERSHIP
42120	11/15/2021	CENTRAL VALLEY VETERINA	\$ 105.00	EUTHANASIA/CREMATION FEES
42121	11/15/2021	CINTAS	\$ 289.43	CANTALOUPE ROUNDUP SHIRTS
42122	11/15/2021	COLLINS & SCHOETTLER	\$ 3,350.00	CITY PLANNING OCTOBER 202
42123	11/15/2021	COMMUNITY MEDICAL CENTI	\$ 175.00	SEPT2021 BLOOD DRAWS
42124	11/15/2021	DEPARTMENT OF JUSTICE	\$ 140.00	SEPT 2021 BLOOD ALCOHOL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42125	11/15/2021	ENGIE SERVICES U.S.	\$ 22,518.78	PROJ#CN-000291 PAY APP #
42126	11/15/2021	FRESNO CITY COLLEGE	\$ 73.00	J.FRIAS REGISTRATION CLASS
42127	11/15/2021	FRESNO OXYGEN	\$ 77.85	PW SHOP-PARTS
			\$ 82.92	PW-SHOP
			\$ 82.92	PW-SHOP PARTS
			\$ 86.77	PW-SHOP
		Check Total:	\$ 330.46	
42128	11/15/2021	GUTHRIE PETROLEUM, INC.	\$ 1,160.01	BULK UNLEADED GASOLINE
			\$ 1,139.26	BULK UNLEADED GASOLINE
			\$ 1,269.92	BULK UNLEADED GASOLINE
			\$ 1,370.70	BULK UNLEADED GASOLINE
		Check Total:	\$ 4,939.89	
42129	11/15/2021	MANUELS TIRE SERVICE, INC	\$ 19.26	RADIAL PATCH
			\$ 19.26	PD-RADIAL PATCH
			\$ 458.27	PD-TIRE/VALVE STEM
			\$ 534.17	PD-TIRE/VALVE STEM
		Check Total:	\$ 1,030.96	
42130	11/15/2021	MID-VALLEY DISPOSAL	\$ 569.50	8000 HELM CANAL/CLEAN UP
42131	11/15/2021	MIGUEL'S PLUMBING SERVICE	\$ 480.00	PAL BUILDING MAIN SEWER LINE
			\$ 540.00	PD-CHECKED SYSTEM FOR GAS
		Check Total:	\$ 1,020.00	
42132	11/15/2021	MOORE TWINING ASSOCIATES	\$ 3,635.00	PROFESSIONAL SERVICES
42133	11/15/2021	SAN JOAQUIN VALLEY	\$ 577.00	21/22 ANNUAL PERMITS TO O
42134	11/15/2021	STATE FOODS SUPERMARKET	\$ 101.26	DOG FOOD
			\$ 11.94	DOG SHELTER-CLASSIC FRANK DOG
		Check Total:	\$ 113.20	
42135	11/15/2021	TECH MASTER MANAGEMENT	\$ 40.00	PD PEST CONTROL
42136	11/15/2021	THARP'S FARM SUPPLY	\$ 25.59	CANTALOUPE ROUNUP-EXT
			\$ 2.15	TAIL PIECE
			\$ 9.71	WORK GLOVES
			\$ 25.73	SINKS-COUPPLING/PIPE
			\$ 6.00	JOINT WASHER
			\$ 56.72	SINKS-HOSE
			\$ 9.99	POINT BLADE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42136	11/15/2021	THARP'S FARM SUPPLY	\$ 11.73	MALE COUPLING
			\$ 3.19	PD-PLUG
			\$ (0.31)	PLUG
			\$ 47.23	SPIDER KILLER/TIES
			\$ 6.25	PIPE COUPLING/NIPPLE
			\$ 40.76	BLACK TIES
			\$ 40.60	HORN LOW TONE
			\$ 33.48	CANTALOUPE ROUNDUP-TIES
			\$ 6.53	GRAB HOOK
			\$ 15.58	DUNKLE PARK-CABLE TIES
			\$ 48.87	DUCT TAPE/CLEAR TIES
			\$ 17.35	BEER BOOTH-LAG SCREW/BACKET
			\$ 23.64	MECHANICS WIRE
			\$ 3.97	FLATWASHER/HEX NUT
			\$ 8.42	FLATWASHER/HEX NUT
			\$ 7.14	BEER BOOTH-COBALT BIT
			\$ 15.63	MASTER LOCKS
			\$ 156.26	PD-BATTERY CABLES/CORE
			\$ 51.71	ANGLE BROOM/DUSTPAN
			\$ 43.88	MASTER LOCK/CURITS KEYS
			\$ 170.90	PD-EXT CORD/WORKLIGHT
			\$ 3.00	PD-BRASS CUP HOOK
			\$ 34.27	LOCK OUT WATER METERS
			\$ 7.94	9VOLT AKLALINE
			\$ 23.80	FLOR LITE TTUBE
			\$ 155.79	WWP-CEMENT/ELBOW/COUPLER
			\$ 16.78	SCREW CLEVIS
			\$ 3.98	PAINT BRUSH
			\$ 18.56	BUSHING
			\$ 17.04	GLUE TRAP
			\$ 33.63	FLAME TORCH HEAD
			\$ 63.91	WATER METER KEY/GLOVES
			\$ 3.85	HEX NUT/CARRIAGE
			\$ 2.15	CURTIS KEYS
			\$ 6.86	CHAIN OIL
			\$ 28.57	V BLET
			\$ 9.44	V BELT
			\$ 12.59	FLAT STOCK
			\$ 14.58	BATTERIES
			\$ 6.34	COUPLING
			\$ 42.76	GLOVES
			\$ 21.38	BLEACH/PINESOL/TOWELS
			\$ 86.38	RECOIL STARTER
			\$ 66.66	FLEXOGEN HOSE/AA
			\$ 33.77	COURTHOUSE-PUTTY KNIFE
			\$ 20.02	NOZZLE/CRYSTAL WASH

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42136	11/15/2021	THARP'S FARM SUPPLY	\$ 9.03	CHAINSAW
			\$ 15.86	LIGHT BULB
			\$ 119.20	HYDRANT ADAPTER/COUPLER
		Check Total:	\$ 1,766.84	
42137	11/15/2021	THUNDER INFLATABLES, INC.	\$ 500.00	DEPOSIT KIDS ACTIVITIES
42138	11/15/2021	TORO PETROLEUM CORP.	\$ 1,936.66	RED LOW SULPHUR/CARB DIESEL
42139	11/15/2021	UNIFIRST CORPORATION	\$ 111.12	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 111.12	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 134.50	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
		Check Total:	\$ 725.58	
42140	11/15/2021	DATAPATH	\$ 3,500.00	MICROSOFT 365
42141	11/15/2021	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
42142	11/17/2021	CITY OF FIREBAUGH	\$ 104,606.96	PAYROLL ENDING 11/12/2021
42143	11/19/2021	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN WATER LINE
			\$ 4,500.00	GENERAL ADMIN AND LABOR
		Check Total:	\$ 9,000.00	
42144	11/19/2021	ARDENT GENERAL INC.	\$ 97,822.39	NEW ELECTRICAL SERVICE
42145	11/19/2021	AT&T	\$ 74.90	FIRE DEPT INTERNET SERVICE
42146	11/19/2021	CENTRAL VALLEY SALINITY C	\$ 2,270.00	ANNUAL FEE FOR FACILITY
42147	11/19/2021	COMCAST	\$ 723.89	PD INTERNET #909093831
42148	11/19/2021	CORBIN WILLITS SYSTEMS	\$ 1,094.06	ADMINISTRATION C/W SERVICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42149	11/19/2021	CORELOGIC SOLUTIONS, LLC.	\$ 218.55	REALQUEST OCTOBER 2021
42150	11/19/2021	CROWN SERVICES CO,	\$ 2,928.34	CANTALOUPE ROUNDUP EVENT
42151	11/19/2021	DISH	\$ 148.88	SENIOR CENTER CABLE SERVICE
42152	11/19/2021	MARIA GAMEZ	\$ 100.00	A/F HALL CLEANING DEPOSIT
			\$ 250.00	A/F HALL RENTAL REFUND
		Check Total:	\$ 350.00	
42153	11/19/2021	PACIFIC GAS & ELECTRIC	\$ 2,491.30	TOMA TEK #6759522333-9
			\$ 59.90	FIRE DEPT #3228327255-0
		Check Total:	\$ 2,551.20	
42154	11/19/2021	SHAPE, INC.	\$ 4,635.69	GROMMET, ROTOR UNIT
			\$ 1,066.00	LABOR, HAZMAT AND PREP
			\$ 5,809.06	GROMMET, REPAIR KIT
			\$ 874.00	LABOR, HAZMAT AND PREP
			\$ 1,157.49	GROMMET, CABLE
			\$ 553.00	LABOR, HAZMAT AND PREP
		Check Total:	\$ 14,095.24	
42155	11/19/2021	THOMASON TRACTOR COMPA	\$ 122.62	MOWER/BLOWER-KEY/CARB
			\$ 27.86	SHOP-OIL
			\$ 58.07	CHAIN
			\$ 1,644.38	PARTS
			\$ 2,189.89	PARTS
		Check Total:	\$ 4,042.82	
42156	11/24/2021	AMAZON CAPITAL SERVICES	\$ 610.95	F-REPLACEMENT BATTERY
42157	11/24/2021	AT&T MOBILITY	\$ 695.09	CITY HALL/PW/COUNCIL CELL
			\$ 822.15	PD INTERNET/CELLPHONES
		Check Total:	\$ 1,517.24	
42158	11/24/2021	AT&T	\$ 931.54	ALL DEPT TELEPHONE/INTERNET
42159	11/24/2021	BIG RIVER DRILLING LLC.	\$ 10,050.00	WELL#15
42160	11/24/2021	BOUND TREE MEDICAL, LLC	\$ 274.07	FD-RECOVER PRO X COMPLETE
42161	11/24/2021	BSK & ASSOCIATES, INC.	\$ 55.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 700.00	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42161	11/24/2021	BSK & ASSOCIATES, INC.	\$ 472.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 362.50	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 270.00	LAB ANALYSIS
			\$ 157.50	LAB ANALYSIS
			\$ 497.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 260.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 427.50	LAB ANALYSIS
			\$ 61.00	LAB ANALYSIS
			\$ 51.00	LAB ANALYSIS
Check Total:			\$ 3,922.78	
42162	11/24/2021	KARLA CRUZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
42163	11/24/2021	CENTRAL VALLEY TOXICOLO	\$ 163.00	DRUG SCREEN
42164	11/24/2021	DEPT. OF CONSERVATION	\$ 727.52	STRONG MOTION INSTRU.
			\$ 724.54	STRONG MOTION INSTRU.
Check Total:			\$ 1,452.06	
42165	11/24/2021	DEPARTMENT OF JUSTICE	\$ 140.00	OCTOBER 2021 BLOOD ALCOHOL
42166	11/24/2021	EPPLER TOWING & RECOVERY	\$ 175.00	FD-FIRE ENGINE
42167	11/24/2021	FIRST BANKCARD	\$ 190.00	BEN-INTERNATIONAL INSTITUTE
			\$ 124.71	BEN-WESTGATE LV RESORT DEP.
			\$ 87.12	BEN-INTEREST CHARGES
			\$ 170.06	BEN-WESTGATE LV RESORT DEP.
			\$ 76.52	BEN-FLOWERS.COM F.VALDEZ
			\$ 316.64	BEN-PAMSCO PACE SUPPLY
			\$ 175.00	BEN-CA-NV SECTION R.MARTINEZ
			\$ 124.71	BEN-WESTGATE LV RESORT DEP.
			\$ 175.00	BEN-CA-NV SECTION
			\$ 150.00	BEN-ICSC-NY JENKINS, VALDEZ
			\$ 805.17	PD-SPYGLASS
			\$ 24.27	PD-FIREBAUGH RESTAURANT MTG
			\$ 125.00	PD-CALIFORNIA PEACE OFFICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42167	11/24/2021	FIRST BANKCARD	\$ 16.67	PD-PEOPLEFACTS.COM
			\$ 73.36	PD-CHEWY.COM
			\$ 85.96	PD-RAYALLEN.COM
			\$ 17.36	PD-INTEREST CHARGE
			\$ 5.00	PIO-DYN.COM
			\$ 7.84	PIO-INTEREST CHARGES
Check Total:			\$ 2,750.39	
42168	11/24/2021	FIREBAUGH HARDWARE COM	\$ 71.24	DOG FOOD
42169	11/24/2021	FRESNO COUNTY TREASURER	\$ 162.64	OCTOBER 2021 ACCESS FEES
42170	11/24/2021	KEVIN GIBSON	\$ 200.00	CARRIAGE RIDE XMAS PARADE
42171	11/24/2021	GOUVEIA ENGINEERING, INC.	\$ 496.13	705-10 POLICE/FIRE BUILDI
			\$ 438.38	720.01 PLANNING GENERAL
			\$ 326.81	720.27 SITE REVIEW 2020-0
			\$ 1,176.00	720.29 PEOPLE'S FARMING
			\$ 504.00	725.01 PUBLIC WORKS GENERATOR
			\$ 705.00	725.12 TASK 1 MULTI-BENEFIT
			\$ 18,744.33	725.12 TASK 3 MULTI-BENEFIT
			\$ 2,092.50	725.12 TASK 4 MULIT-BENEFIT
			\$ 1,745.00	730.09 SRF WWTP DESIGN
			\$ 294.00	745.01 STREETS GENERAL
			\$ 752.19	745.24C STPL-5224(024) 8TH ST
			\$ 408.02	745.25D CML-5224(023)POSO CANAL
			\$ 657.50	745.27C STPL-5224(025)8TH ST
			\$ 848.01	745.28D CML-5224(026)ALLEY
			\$ 690.43	745.29D CML-5224(027)J&10
			\$ 5,331.18	745.32C CARDELLA STREET REPAIR
			\$ 123.38	760.04 A.C.I.P/CAAP
			\$ 980.88	775.12 LOT MERGER 008-020
			\$ 147.00	780.04 WEST HILLS EXPAN
			\$ 212.63	795.06 CDBG GRANT APPPLICATION
			\$ 469.88	795.10 FAA GRANT APPLICATION
			\$ 560.00	745.33D SIERRAS LANE REHAB
Check Total:			\$ 37,703.25	
42172	11/24/2021	HUB INTERNATIONAL	\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42172	11/24/2021	HUB INTERNATIONAL	\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 128.09	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
Check Total:			\$ 3,743.34	
42173	11/24/2021	KER WEST, INC. DBA	\$ 600.00	UTILITY MAINTENANCE WORKE
			\$ 600.00	WATER/SEWER OPERATOR TRAINEE
			\$ 600.00	WATER/SEWER OPERATOR TRAINEE
			\$ 600.00	UTILITY MAINTENANCE WORKER
Check Total:			\$ 2,400.00	
42174	11/24/2021	LAW ENFORCEMENT SYSTEM	\$ 244.00	PD FORMS
42175	11/24/2021	MIGUEL'S PLUMBING SERVICE	\$ 320.00	VFW BUILDING UNPLUGGED
42176	11/24/2021	MICHAEL MOLINA	\$ 150.00	WORK BOOTS REIMBURESMENT
42177	11/24/2021	O'REILLY AUTOMOTIVE, INC.	\$ 111.52	PD UNIT#8-DOOR LOCK AC
42178	11/24/2021	OCCUPATIONAL HEALTH CNT	\$ 124.50	PHYSICAL PREPLACEMENT K.
42179	11/24/2021	QUAD KNOFF, INC.	\$ 3,683.50	PROFESSIONAL SERVICES 10/2021
42180	11/24/2021	QUILL CORPORATION	\$ 197.56	CITY HALL-TOILET PAPER
			\$ 48.58	SENIOR CTR BANNER FOR FLOAT
			\$ 88.47	CITY HALL-BINDER/AIR FRES
Check Total:			\$ 334.61	
42181	11/24/2021	RENO'S MEGA MART	\$ 31.96	PW-PROPANE REFILL
42182	11/24/2021	SPARKLETT'S	\$ 225.92	CITY HALL/SENIOR CTR/PD/PW

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS NOVEMBER 1, 2021- NOVEMBER 30, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42183	11/24/2021	STAPLES BUSINESS CREDIT	\$ 292.75	PD-BROTHER DRUM UNIT
			\$ 25.33	PD-LAMINATING POUCHES
			\$ 86.52	PD-OFFICE SUPPLIES
			\$ 49.00	PD-OFFICE SUPPLIES STAMPS
			\$ 22.48	PD-MULTIPURPOSE PAPER
			\$ 13.19	PD-OFFICE SUPPLIES
		Check Total:	\$ 489.27	
42184	11/24/2021	TELSTAR INSTRUMENTS	\$ 1,628.67	TROUBLESHOOT LIFT STATION
42185	11/24/2021	TOP DOG TRAINING CENTER,	\$ 125.00	K9 MAINTENANCE TRAINING
42186	11/29/2021	CITY OF FIREBAUGH	\$ 52,433.78	ME CHECK NOVEMBER 2021



CITY OF FIREBAUGH SCHEDULE FOR HOLIDAYS YEAR 2022

January 1, 2022	(Saturday)	New Year's Day – <u>December 31, 2021(Friday)</u>
January 17, 2022	(Monday)	Martin Luther King Jr. Day
February 12, 2022	(Saturday)	Lincoln's Birthday Day – <u>February 11, 2022 (Friday)</u>
February 21, 2022	(Monday)	President's Day
April 15, 2022	(Friday)	½ day off - Good Friday
May 30, 2022	(Monday)	Memorial Day
July 4, 2022	(Monday)	Independence Day 4 th - off Monday
September 5, 2022	(Monday)	Labor Day
October 10, 2022	(Monday)	Columbus Day
November 11, 2022	(Friday)	Veterans Day
November 24, 2022	(Thursday)	Thanksgiving Day
November 25, 2022	(Friday)	After Thanksgiving Day
December 23, 2022	(Saturday)	½ day off * Christmas Eve - <u>Dec. 23, 2022 (Friday)</u>
December 25, 2022	(Sunday)	Christmas Day – <u>December 26, 2022 (Monday)</u>
December 31, 2022	(Sunday)	½ day off * New Year's Eve – <u>December 30, 2022 (Friday)</u>
January 1, 2023	(Sunday)	New Year's Day – <u>January 2, 2023(Monday)</u>

CITY OF FIREBAUGH

CITY COUNCIL REGULAR MEETING 1st & 3rd MONDAY OF EACH MONTH @ 6:00 PM SCHEDULE 2022

January 3, 2022	(Monday)	
January 17, 2022	(Monday)	Holiday – Martin Luther King Jr. Day
February 7, 2022	(Monday)	
February 21, 2022	(Monday)	Holiday - President Day
March 7, 2022	(Monday)	
March 21, 2022	(Monday)	
April 4, 2022	(Monday)	
April 18, 2022	(Monday)	
May 2, 2022	(Monday)	
May 16, 2022	(Monday)	
June 6, 2022	(Monday)	
June 20, 2022	(Monday)	
July 4, 2022	(Monday)	Holiday – Observation for July 4 th
July 18, 2022	(Monday)	
August 1, 2022	(Monday)	
August 15, 2022	(Monday)	
September 5, 2022	(Monday)	Holiday – Labor Day
September 19, 2022	(Monday)	
October 3, 2022	(Monday)	
October 17, 2022	(Monday)	
November 7, 2022	(Monday)	
November 21, 2022	(Monday)	
December 5, 2022	(Monday)	
December 19, 2022	(Monday)	

ORDINANCE NO. 21-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE "MOBILEHOME PARKS ACT", AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

Section 1. Sections 9-1.1, 9-1.2, 9-1.3, and 9-1.4 of Chapter 9 [Trailers and Trailer Parks] of the Firebaugh Municipal Code are hereby repealed.

Section 2. The heading of Chapter 9 of the Firebaugh Municipal Code is hereby amended, and new sections 9-1.1 through 9-1.12, are hereby added to Chapter 9 of the Firebaugh Municipal Code to read as follows:

Chapter 9 Mobilehome Parks Act

§ 9-1.1	Legislative Findings.
§ 9-1.2	Assumption of Responsibilities.
§ 9-1.3	Delegation of Authority.
§ 9-1.4	Schedule of Fees.
§ 9-1.5	Statement of Objectives.
§ 9-1.6	Description of Existing Mobilehome Parks.
§ 9-1.7	Effective Date of Assumption.
§ 9-1.8	Method of Enforcement.
§ 9-1.9	Use of State Forms.
§ 9-1.10	Permits to Operate and State Fees.
§ 9-1.11	Transmittal of Ordinance.
§ 9-1.12	Notice of Assumption of Enforcement.

§ 9-1.1 Legislative Findings.

The City Council finds and determines that:

- a. The City of Firebaugh (City) currently has four (4) mobilehome parks operating within the City.
- b. The mobilehome parks within the City have not been inspected for compliance with state building regulations in several years.
- c. Many of the buildings within the City's mobilehome parks are maintained in a substandard condition with noticeable structural issues and constitute fire hazards.
- d. The City currently lacks jurisdiction to inspect and enforce state building regulations relating to mobilehome parks, as the California Department of Housing and Community Development (HCD) retains such authority.
- e. HCD is responsible for approximately 83% of all mobilehome parks throughout the state.
- f. The City has significant need for timely inspection and enforcement of its mobilehome parks in order to maintain the health and safety of its citizens.
- g. The rural character of the City necessitates a local enforcement focus.
- h. California Health and Safety Code section 18300 provides a mechanism for the City to assume responsibility of the enforcement of state law relating to mobilehome parks and special occupancy parks.

- i. The City has the staff and ability to assume responsibility for the enforcement of its mobilehome parks.
- j. This Ordinance is necessary to provide the necessary public health and safety enforcement and regulatory tools to address the health and safety concerns affecting the City's mobilehome parks.

§ 9-1.2 Assumption of Responsibilities.

Pursuant to Section 18300 of the California Health and Safety Code, and upon authorization from the HCD and subject to the acceptance of reasonable conditions of approval, if any, the City of Firebaugh hereby assumes responsibility for the enforcement of Division 13, Part 2.1, commencing with section 18200 (Mobilehome Parks Act) and Part 2.3 commencing with section 18860 (Special Occupancy Parks Act), of the Health and Safety Code and their implementing regulations set forth in Title 25, California Code of Regulations Division 1, Chapters 2 and 2.2, the building standards published in the California State Building Standards Code relating to mobilehome parks, special occupancy parks, travel trailer parks, recreational trailer parks, temporary trailer parks, incident camping areas, and tent camps and the related administrative regulations (collective referred to as "the Acts".)

§ 9-1.3 Delegation of Authority.

Pursuant to HCD approval, the City shall be the enforcement agency as defined by section 18207 of the Health and Safety Code and will assign the responsibility for the enforcement of the Acts to the City's Police Department. The Police Department shall provide qualified personnel for the actual enforcement of the Acts. The Department will assign one (1) code enforcement officer to be dedicated to carrying out the duties and responsibilities of the Acts, including but not limited to inspecting the City's mobilehome parks and issuing notices of violation when necessary. The Police Department may utilize other code enforcement officers to assist when necessary.

The City will assign the responsibility for the collection and issuance of permits and state fees, maintenance of mobilehome park records, and the monitoring of compliance of the mobilehome parks, to the City's Building Department.

§ 9-1.4 Schedule of Fees.

The City hereby adopts the fee schedules as contained in the Acts at Division 13, Parts 2.1 and 2.3, and implementing regulations. Any increases or revisions of the fee schedules noted above will be enforceable within the City limits.

§ 9-1.5 Statement of Objectives.

The City hereby adopts the program and statement of objectives contained in the Acts. The City's specific local objectives, include but are not limited to providing timely and reliable enforcement of the Acts, reduction of threats of fire, and protections public health, safety, and welfare inside of Mobilehome and Special Occupancy Parks. The City intends to enforce and implement the program to include all parks now under HCD jurisdiction and any new parks that may be created within the City.

§ 9-1.6 Description of Existing Mobilehome Parks.

According to statistics provided by HCD, there are currently four (4) mobilehome parks within the City, which includes ninety-eight (98) mobilehome spaces, nine (9) recreational vehicle spaces with drains, and four (4) recreational vehicle spaces without drains. Immediately upon assumption of enforcement responsibilities the City will initiate inspection pursuant to the requirements of the Acts. The occupancy and condition of mobilehome parks shall be substantiated upon approval by the HCD to assume responsibility for enforcing the Acts.

§ 9-1.7 Effective Date of Assumption.

The effective date of assumption of enforcement responsibilities shall be within thirty (30) days following adoption of this ordinance and HCD approval.

§ 9-1.8 Method of Enforcement.

Not later than thirty (30) days from the Effective Date of Assumption of Enforcement, as defined in section 9-1.7, the City shall commence and thereafter diligently enforce the Acts as follows:

- a. Review and maintain relevant files provided by HCD and compare same with records on file with the City.
- b. Review pertinent state building standards relevant to mobilehomes, manufactured homes, and special occupancy parks.
- c. Ascertain the status of all permits to operate, construction permits, and enforce relevant requirements.
- d. Investigate and resolve complaints received from occupants, neighbors, other agencies, and all other sources of complaints.
- e. Perform annual mobilehome park maintenance inspections consistent with the Acts as set forth in Health and Safety Code section 18400.1 and its implementing regulations.
- f. Take all other actions as are deemed appropriate in furtherance of state laws and regulations.

§ 9-1.9 Use of State Forms.

When enforcing the Acts, the City shall utilize the following HCD forms:

- a. HCD 500A – Application for Permit to Operate.
- b. HCD 503B – Annual Permit to Operate.
- c. HCD 513B – Manufactured Home or Mobilehome Installation Acceptance.
- d. HCD 513C – Certificate of Occupancy.
- e. HCD 538 – Plot Plan.

§ 9-1.10 Permits to Operate and State Fees.

- a. The City shall bill each of the mobilehome parks within its jurisdiction for the state fees required for the annual permit to operate, and issue said permits upon collection of the state fees.
- b. The City shall send a copy of all permits to operate and state fees collected to the Administrative Office of the Division of Codes and Standards, no later than thirty (30) days after the City's issuance of such permits and receipt of such funds.

§ 9-1.11 Transmittal of Ordinance.

The City Clerk is hereby instructed to transmit two (2) certified copies of this Ordinance to the Director of HCD and to the Administrative Office of the Division of Codes and Standards to P.O. Box 278180, Sacramento, CA 95827-8180, within ten (10) days of the date of adoption which, in any event, shall not be less than thirty (30) days before the Effective Date of Assumption of Enforcement Responsibilities (§ 9-1.7.)

§ 9-1.12 Notice of Assumption of Enforcement.

Upon HCD's approval of the City's assumption of enforcement of the Acts over the mobilehome parks, and no later than two (2) weeks prior to the Effective Date of Assumption of Enforcement Responsibilities (§ 9-1.7), the City shall notify in writing each of the mobilehome parks and special occupancy parks within its jurisdiction of the change in enforcement and that the Building Department is now responsible for enforcement and issuance of permits.

Section 3. This ordinance shall take effect thirty (30) days after its adoption.

Section 4. The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 5. The City Clerk is further authorized and directed to cause this ordinance, or a summary of this ordinance, to be published once in a newspaper of general circulation published and circulated in the City of Firebaugh within fifteen (15) days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the Office of the City Clerk at least five (5) days prior to the Council's meeting at which the ordinance is to be adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

* * *

The foregoing Ordinance No. 21-04 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 1st day of November, 2021, and was passed and adopted at a regular meeting of the City Council on the 20th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Rita Lozano, Deputy City Clerk

ORDINANCE NO. 21-06

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADDING SECTIONS 13-2.20 OF CHAPTER 13 AND
SECTIONS 25-24 AND 25-21.9.1 OF CHAPTER 25 OF THE MUNICIPAL CODE.**

THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

Section 2. Section 13-2.20, Section 25-24, and Section 25-21.9.1 are hereby added to Chapters 13 and 25 of the Firebaugh Municipal Code to read as follows:

CHAPTER 9
STREETS, SIDEWALKS AND SANITATION

§ 13-2.20	Organic Waste
§ 13-2.20.1	Definitions
§ 13-2.20.2	Requirements for Single-Family Generators
§ 13-2.20.3	Requirements for Commercial Businesses
§ 13-2.20.4	Waivers for Generators
§ 13-2.20.5	Requirements for Commercial Edible Food Generators
§ 13-2.20.6	Requirements for Food Recovery Organizations and Services
§ 13-2.20.7	Requirements for Haulers and Facility Operators
§ 13-2.20.8	Self-Hauler Requirements
§ 13-2.20.9	Inspections and Investigations by City
§ 13-2.20.10	Enforcement

13-2.20 ORGANIC WASTE

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations.

13-2.20.1 DEFINITIONS

FOR THIS SUBSECTION.

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery.
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants.
- (k) “C&D” means construction and demolition debris.
- (m) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (o) “Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (p) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

- (x) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.
- (y) "Food Waste" means Food Scraps and Food-Soiled Paper.

"Green waste" means leaves, grass clippings, brush, branches and other forms of organic matter generated from landscapes and gardens, separated from other forms of solid waste.
- (z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (aa) "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is not acceptable for placement in a Blue or Green Container as part of a three-container collection service.
- (bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (cc) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (ff) "Inspection" means a site visit where a Jurisdiction reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ii) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (jj) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (kk) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (rr) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) “Organic Waste” includes Greenwaste and Food Waste
- (tt) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (ww) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (yy) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (zz) “Recyclables” means those materials that by way of collecting, sorting, cleansing, treating, and reconstituting materials would otherwise become solid waste, and by processing can be returned to the economic main stream in the form of raw materials for new, reused, or reconstituted products. Recyclables include, but are not limited to, newsprint, mixed paper, aluminum, plastics, glass, metal, cardboard, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.
- (ccc) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (eee) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (fff) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ggg) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

- (hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (iii) "Self-Hauler" means a person, who hauls Solid Waste, he or she has generated using the generator's own equipment.
- (lll) "Source Separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, processing, recovery, or reuse.
- (ppp) "State" means the State of California.
- (qqq) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (rrr) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

- (sss) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site Food Facility and 200 or more rooms.
 - (3) Health facility with an on-site Food Facility and 100 or more beds.
 - (4) Large Venue.
 - (5) Large Event.
 - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

- (ttt) “Wholesale Food Vendor” means a business or establishment engaged in the merchandising wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

13-2.20.2 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 13-2.20.8:

- (a) Shall subscribe to solid waste, organic waste, and segregated recyclable collection. City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City.

Requirements for Source Separating Solid Waste.

- (1) All residential generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green containers.
- (2) Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (3) Generators shall not place Prohibited Container Contaminants in any container. City and City’s authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this chapter

13-2.20.3 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City’s three-container collection services as described in this subsection and comply with those services except those Commercial Businesses that meet the Self-Hauler requirements. City shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

Requirements for Source Separating Solid Waste.

- (1) All commercial generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green Containers.

- (2) Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
 - (3) Generators shall not place Prohibited Container Contaminants in any container. City and City's authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this section.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if Self-Hauling, in compliance with program requirements as contained in this section.
 - (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
 - (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
 - (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
 - (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with this section to confirm compliance with the requirements of subsection.
- (k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with this ordinance.
- (l) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (m) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in this ordinance.

13-2.20.4 WAIVERS FOR GENERATORS

- (a) De Minimis Waiver: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

B. Physical Space Waiver: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

13-2.20.5 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13-2.20.6 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- (c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 30th and upon the City's request.
- (d) Food Recovery Capacity Planning
 - (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

13-2.20.7 REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

- (a) Exclusive franchise hauler, non-exclusive franchised haulers, or permitted haulers authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with the City.
- (b) Requirements for Facility Operators and Community Composting Operations
 - (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
 - (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

13-2.20.8 SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Organic Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to City, if requested.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

13-2.20.9 INSPECTIONS AND INVESTIGATIONS BY CITY

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

13-2.20.10 ENFORCEMENT

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Section are issuance of an administrative citation and assessment of a fine. The

City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this Section, except as otherwise indicated in this ordinance.

- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) **Responsible Entity for Enforcement.** Enforcement pursuant to this chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) **Process for Enforcement**

- (1) City Enforcement Officials and/or their Designee will monitor compliance with this Section randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 13-2.7.10 establishes Jurisdiction's right to conduct Inspections and investigations.
- (2) The City may issue an official notification to notify regulated entities of its obligations under this Section.
- (3) With the exception of violations of generator contamination of container contents, the City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Firebaugh Municipal Code Chapter 1.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

- (e) **Penalty Amounts for Types of Violations**

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 per violation.

- (f) **Compliance Deadline Extension Considerations**

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Subsection if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation per Section 1-5.5.7 of the Firebaugh Municipal Code.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action as needed.

SECTION 3. Sections 25-21.9.1 and 25-24 of Chapter 25 the Firebaugh Municipal Code is hereby added to the Firebaugh Municipal Code to read as follows:

CHAPTER 25

ZONING

§ 25-21.9.1 Model Water Efficient Landscaping Ordinance Requirements

§ 25-24 CALGreen Recycling Requirements

25-21.9.1 MODEL WATER EFFICIENT LANDSCAPING ORDINANCE (MWELo) REQUIREMENTS

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo (Chapter 2.7 of California Code of Regulation Chapter 23 Division 2), including sections related to use of Compost and mulch as delineated in this Subsection.
- (b) the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and inforpoation herein by said reference, the provisions of 23 CCR, Division 2, Chapter 2.7 (MWELo) for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of the said Fire Code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code
- (c) Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in section (a) above shall:
 - (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - (2) The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 14(a) shall consult the full MWELo for all requirements.
- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires City to incorporate the

requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

25-24 CALGREEN RECYCLING REQUIREMENTS

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen, the applicants must, as a condition of the Jurisdiction's permit approval, comply with the following:
- (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the Jurisdiction, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the Jurisdiction, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with Jurisdiction's C&D ordinance, Section 13-2.20 of the Firebaugh Municipal Code and all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

SECTION 4. Environmental Review. This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect on 30 days after its final adoption.

SECTION 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and enter it into the book of original ordinances.

SECTION 8. The City Clerk is further authorized and directed to cause this ordinance, or a summary of this ordinance, to be published once in a newspaper of general circulation published and circulated in the City of Firebaugh within fifteen (15) days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the Office of the City Clerk at least five (5) days prior to the Council's meeting at which the ordinance is to be adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

* * *

The foregoing Ordinance No. 21-06 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 6th day of December, 2021, and was passed and adopted at a regular meeting of the City Council on the 20th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

ORDINANCE NO. 21-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ELEMENT 7, LLC

WHEREAS, the Firebaugh City Council desires to approve a Development Agreement with Element 7, LLC (“Developer”) for development of a retail commercial cannabis business, including manufacturing, distribution, and delivery at 1210 12th Street, Firebaugh, CA (“Development Agreement”); and

WHEREAS, Developer desires to conduct commercial cannabis operations and related uses as described in the Development Agreement on APN: 008-080-029 (“Property”), consistent with applicable laws, City land use plans, ordinances, and regulations.

THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

Section 1. Incorporation of Agreement.

This ordinance incorporates the Development Agreement between the City and Developer, a copy of which is attached to this ordinance as **Exhibit A**.

Section 2. Hearing before the Planning Commission.

On December 13, 2021, in accordance with Government Code Section 65867, the Planning Commission conducted a noticed public hearing on an application to consider the Development Agreement. During the hearing, the Planning Commission received and considered evidence and testimony. After the hearing concluded, the Planning Commission forwarded to the City Council a recommendation to approve the Development Agreement and related environmental documents.

Section 3. Hearing before the City Council; Findings.

On December 20, 2021, in accordance with Government Code Section 65867, the City Council conducted a noticed public hearing on the Development Agreement and related environmental documents. During the hearing, the City Council received and considered evidence and testimony concerning the proposed Development Agreement and related environmental documents. Based on the information in the application and the evidence and testimony received at the hearing, the City Council approved the Development Agreement and related environmental documents and finds that the proposed Development Agreement:

- a) Will not have a significant impact on the environment and is exempt from review under Section 15301(a) of the Guidelines of the California Environmental Quality Act, and a Notice of Exemption has been prepared; and
- b) Is consistent with the objectives, policies, and general land uses specified in the general plan and any applicable specific plans; and
- c) Is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice; and
- d) Is not detrimental to the health, safety, and general welfare of the City; and

- e) Does not adversely affecting the orderly development of property or the preservation of property values; and
- f) Is in the best interest of City and that the public health, safety, and welfare will be served by entering into this Agreement; and
- g) Will contribute to the economic growth of City; and
- h) Will facilitate development of the property subject to the Development Agreement, which should be encouraged in order to meet important economic, social, environmental, or planning goals of the City; and
- i) Without the Development Agreement, Developer would be unlikely to proceed with development of property in the manner proposed; and
- j) Requires Developer to incur substantial costs to provide public improvements, facilities, or services from which the general public will benefit, including job creation, enhanced tax revenue and diversification of the City economic base.

Section 4. Approval and Authorization.

The City Council hereby approves the Development Agreement. The City Council hereby authorizes the Mayor to sign on the City's behalf, on or after the effective date of this ordinance.

The foregoing Ordinance was adopted at a Regular Meeting of the City Council of the City of Firebaugh held on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT “A”

Element 7 Development Agreement

PROJECT DEVELOPMENT AGREEMENT

CITY OF FIREBAUGH

AND

ELEMENT 7 FIREBAUGH, LLC

DEVELOPMENT AGREEMENT

This Project Development Agreement ("Agreement") is entered into effective November 10, 2021 ("Effective Date") between the City of Firebaugh, a California municipal corporation and general law city ("City") and Element 7, LLC, a California limited liability company ("Developer"), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

- A. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit ("Regulatory Permit") and a Conditional Use Permit to conduct commercial cannabis operations and related uses as described in Section I below and consistent with the Firebaugh Municipal Code and applicable law.
- B. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it will be responsible for all improvements to the Property necessary for the Project.
- C. Developer represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Developer to hire locally.
- D. Developer and City previously entered into a Development Agreement dated December 16, 2019. The Parties desire to have this Agreement supersede the previous Development Agreement.

NOW, THEREFORE, pursuant to the authority contained in the California's Development Agreement statutes (Government Code section 65864, *et seq.*), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate a Commercial Cannabis Operation, which includes, manufacturing, distribution and dispensary sale of cannabis at 1210 12th Street, Firebaugh, CA to serve the uses ("Project") under the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") and applicable law. For purposes of this Agreement, the definition of Property and Project shall be as noted on map attached as **Exhibit A**.

Developer agrees to the following:

- Developer to pay for all infrastructure and development costs relating to the Project.
- Developer to install complete perimeter lighting and security cameras.
- Developer must provide on-site security personnel 24 hours per day.

A Cannabis Regulatory Permit and a Conditional Use Permit are required prior to the development of the Property or following any assignment or transfer of Project or Property to be used for a commercial cannabis operation.

City Council finds that upon the grant of a Cannabis Regulatory Permit, Conditional Use Permit and the approval of this Agreement, the Developer shall have invested a substantial sum in reliance on the approvals, including, but not limited to, cannabis regulatory permitting related to the Property as well as significant land acquisition costs. Therefore, the Council agrees that during the Term of this Agreement, the Developer shall have a vested right subject to this Agreement to undertake the development and operation of the Project in accordance with the Project approvals issued by the City. No Subsequent Land Use Regulation (defined below) shall delay, hinder, materially increase the cost of development or operation or impede the purpose or the effect of the vested rights of the Developer which arise hereunder unless necessitated by county, state, federal law or local public health and safety necessity.

Except as otherwise provided under the provisions of this Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development and operation of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations (if any) to which Developer has consented in writing, subject to the terms of this Agreement.

“Existing Land Use Regulations” means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Agreement Effective Date (defined below) which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, and all other ordinances of City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards.

“Subsequent Land Use Regulations” means any change in or addition to the Existing Land Use Regulations which would otherwise be applicable to the Property and the Project and which are adopted by the City after the Agreement Effective Date and which thereafter become effective during the Term, including, without limitation, any change in the general or a specific plan, zoning, subdivision, or building regulation applicable to the Property, including, without limitation, any such Subsequent Land Use Regulation which is enacted by means of an ordinance, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, which affected the Existing Land Use Regulations of the City during the Term, and which would, absent this Agreement, otherwise be applicable to the Project.

“Agreement Effective Date” means the effective date of the City legislative action approving this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, this Agreement or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer’s contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer’s representations and warranties in entering into this Agreement.

IV. Fees. Developer shall pay to City the following fees specified in Firebaugh Municipal Code section 25-42.13.6(p):

- a. Business License Fee.
- b. Regulatory License Fee.
- c. Conditional Use Permit Fee.
- d. Revenue Raising Fee. An annual fee of \$25 per square foot for the first 3,000 square feet of building space for the commercial cannabis operation and \$10 per square foot for any remaining space over and above the first 3,000 square feet.
- e. Distribution and Sale. Developer agrees to pay the City 1% of gross receipts from the distribution of cannabis products and a separate 1% for the sale of cannabis products. This amount will be increased by an additional 1% for each year after the initial year.

The cannabis fees shall be fixed as specified in this Section IV for the Term of this Agreement.

The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

If the above cannabis operations are on the same parcel, the Manufacturing and Distribution operations can be added to one (1) Regulatory Permit. If on separate parcels, then

separate permits will be required.

V. **Local Contractors.** To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Firebaugh or whose work force is made up of a significant number (e.g., 30%) of residents of the City of Firebaugh (a "Local Contractor"). Nothing in this section V. shall be construed to require Developer to accept a bid from a Local Contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

VI. **Compliance with Laws.** Developer shall operate the commercial cannabis operation in substantial conformity with the MAUCRSA and any implementing laws and regulations, as they may be amended from time to time. Developer shall similarly comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Firebaugh Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VII. **Administrative Actions.** The parties acknowledge that in the future there could be claims, enforcement actions, requests for information, subpoenas, criminal or civil actions initiated or served by either the Federal Government or the State Government in connection with Developer's development, operation and use of the Property (collectively, "Actions"). If any Action is brought by either the Federal or State Government, City shall, consistent with applicable law, (i) immediately notify Developer of the nature of the Claim, and if applicable law allows, provide Developer no more than ten days from the date of the notice to obtain injunctive or other relief. City, and (ii) and provide all correspondence or documents submitted to the City.

VIII. **Developer's Indemnity.**

a. **Commercial Cannabis Operations.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("Developer Parties") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("Cannabis Claims"). Developer's defense and indemnity obligations under this Agreement shall apply, regardless of intent or fault, to any allegation or claim of liability brought against the City related to the subject Project, including land use and environmental law actions or meeting notice law actions following Project approval, modification, or denial. Developer's duty shall arise at the first claim, petition, or allegation of liability against City. Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. Construction and Other Operations. In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Property, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("Other Claims"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

IX. Restrictions on Encumbrance, Assignment or Transfer.

a. Developer can encumber, sell, mortgage, assign or transfer the Property consistent with this Agreement. This cannabis regulatory Agreement would not be extinguished by a mortgage foreclosure so long as the foreclosing owner complies with all regulatory permits and applicable law relating to transfers of the Agreement.

b. Assignment/Transfer. In the case of a transfer of this Agreement or any of Developer's rights hereunder, Developer shall; (i) provide advance written notice of the proposed transfer, (ii) provide its representation and documentation that the transferee has similar experience and similar financial capacity as Developer possessed on the Effective Date of this Agreement, to undertake the obligations of this Agreement, and (iii) provide proposed assignment documents indicating whether the Developer or transferee or both will assume the obligations of this Agreement. If the transferee has similar commercial cannabis agricultural experience and financial capacity as Developer, the transfer may relieve the Developer of its obligations upon execution of an assignment agreement in a form reasonably approved by the City. If the City disagrees with the proposed transfer, the parties may submit the dispute to a neutral mediation with each party sharing the mediator costs. If the parties remain in disagreement following mediation, the parties may submit a decision to an arbitrator for a binding decision. The parties shall share the costs of arbitration.

c. Assignee Obligations. In the absence of specific written agreement by City or binding arbitration decision, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assignment agreement in a form reasonably approved by the City assuming such obligations and has received a regulatory permit.

X. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default ("Notice") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any

proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall diligently complete such cure, correction or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

XI. Community Benefit.

Developer shall enter binding Community Benefit arrangements with at least one local nonprofit public benefit entity to ensure public benefit to the residents of Firebaugh.

XII. General Provisions.

a. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Firebaugh
City Manager
1133 P Street
Tel: (559) 659-2043
Fax: (559) 659-3412
Email: bgallegos@Firebaugh.org

With a copy to: James Sanchez
Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: jsanchez@lozanosmith.com

To Developer: Robert M. DiVito
Element 7 Firebaugh, LLC
645 West 9th Street, #110-631
Los Angeles, CA 90015
Tel: (312) 823 7638
Email: robert@e7ca.com

With a copy to: Attn: Sheila Merchant
Email: Sheila.merchant@gmail.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

b. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer's successors and assigns in and to the Property.

c. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the Project.

d. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

e. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

g. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements including the Development Agreement dated December 16, 2019, other understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and

upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

h. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

i. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

j. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

k. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

l. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

m. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

n. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

o. Term. The term of this Agreement ("Term") shall be for a period of three (3) years

commencing on the Effective Date.

p. Savings Clause. If any provision of this Agreement or the application thereof is held in-valid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the City and the Developer have executed this Project Development Agreement as of the date set forth above.

Dated: _____

ELEMENT 7 FIREBAUGH, LLC

By: _____
(Signature)

(Print)

Dated: _____

CITY OF FIREBAUGH

By: _____
Ben Gallegos, City Manager

ATTEST:

By: _____
Rita Lozano, City Clerk

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PARCEL

[See Attached]

RESOLUTION NO. 21-45

A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING FIRST AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH LOZANO SMITH AS CITY ATTORNEY(S) & AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS

WHEREAS, the City of Firebaugh requires the services of a City Attorney; and

WHEREAS, Lozano Smith is trained and experienced to provide such services; and

WHEREAS, the parties entered into an Agreement with Lozano Smith for Professional Legal Services on December 17, 2018.

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached First Amendment to the City Attorney Legal Services Agreement, which is incorporated herein by this reference and authorizes the City Manager, Benjamin Gallegos, to execute the same on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 20th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk



CITY OF FIREBAUGH
AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES
AS CITY ATTORNEY

THIS AGREEMENT is made and entered into as of January 1, 2022, between the CITY OF FIREBAUGH, a municipal corporation (hereinafter referred to as "City") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney"). The term "City" shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

The City hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, and other commissions, boards, and committees of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment dissolution, land use, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council. Attorney shall not engage in project management policy or administrative direction.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Administrator informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager.

Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney's duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.

2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties based on 40 hours per month at the rate set forth in Exhibit A (incorporated herein).

Attorney will take reasonable steps to notify City when it exceeds 40 hours per month of legal services provided. City will have discretion to determine whether additional hours (over 40 hours) for legal services will be incurred in the given month. If city agrees, services will be continued at the then applicable rate. City will receive a credit rollover for any hours less than 40 in a given month. The rollover will be reviewed at the end of the fiscal year.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, mileage for travel, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Administrator approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the City. A certificate evidencing the foregoing, and naming the City as an additional insured, shall be delivered to and approved by the City prior to commencement of services pursuant to this Agreement.

8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until terminated by discharge or withdrawal. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of the City to the City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council
CITY OF FIREBAUGH
1133 "P" Street
Firebaugh, CA 93622

Executive Director
LOZANO SMITH
7404 North Spalding Avenue
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective January 1, 2022.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the City.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

13. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for legal services between City and Attorney.

CITY
CITY OF FIREBAUGH

ATTORNEY
LOZANO SMITH

By: _____

By: Karen M. Rezendes
Karen M. Rezendes, Managing Partner

Date: _____

Date: 11/16/2021



EXHIBIT A
Rates Schedule for the City of Firebaugh

	Effective Date January 1, 2022		January 1, 2023 –December 31, 2023		January 1, 2024 –December 31, 2024	
Hourly Rates for General Legal Services	Attorneys	\$200 per hour	Attorneys	\$205 per hour	Attorneys	\$210 per hour
	Law Clerk	\$120 per hour	Law Clerk	\$125 per hour	Law Clerk	\$130 per hour
	Paralegal	\$120 per hour	Paralegal	\$125 per hour	Paralegal	\$130 per hour
Hourly Rates for Special Legal Services including Litigation	Attorneys	\$250 per hour	Attorneys	\$255 per hour	Attorneys	\$260 per hour
	Law Clerk	\$135 per hour	Law Clerk	\$140 per hour	Law Clerk	\$145 per hour
	Paralegal	\$135 per hour	Paralegal	\$140 per hour	Paralegal	\$145 per hour
In-office copying/electronic communication printing	\$ 0.25 per page					
Facsimile	\$ 0.25 per page					
Postage	Actual Usage					
Legal Research	At Cost					
Mileage	IRS Standard Rate					

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

RESOLUTION NO. 21-46

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL YEAR 2021-22

WHEREAS, the Successor Agency to the Firebaugh Redevelopment Agency ("Successor Agency") has been established to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the California Health and Safety Code; and

WHEREAS, the Successor Agency desires to enter into a contract with RSG, Inc ("RSG") to provide consulting services related to the dissolution of the Former Firebaugh Redevelopment Agency through Fiscal Year 2022-23 as detailed in the proposal attached as Exhibit "A" ("RSG Contract"); and

WHEREAS, the RSG Contract is to be funded by the administrative cost allowance pursuant to Health & Safety Code Section 34171(b); and

WHEREAS, Health & Safety Code Section 34177.3(b) states that successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional administrative services; and

WHEREAS, the Successor Agency desires to approve the RSG Contract.

NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The RSG Contract is hereby approved.

SECTION 2. The Successor Agency hereby authorizes the City Manager to take such other and further action consistent with this resolution and sign and transmit any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 20th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

Chairperson

Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:

James Sanchez, Successor Agency Counsel

**STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FIREBAUGH)**

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 20th day of December, 2021.

Rita Lozano, Deputy City Clerk

EXHIBIT "A"

RSG PROPOSAL FOR FY 2022-23 SUCCESSOR AGENCY CONSULTING SERVICES

[Attached as a separate document]



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

November 5, 2021

Ben Gallegos, City Manager
CITY OF FIREBAUGH
1133 P. Street
Firebaugh, CA 93622

PROPOSAL FOR SENATE BILL 341 COMPLIANCE REPORTING SERVICES FOR CONTRACT FY 2022-23

Dear Mr. Gallegos:

RSG has prepared this letter of engagement to provide the City of Firebaugh ("City") and the Housing Successor to the Community Redevelopment Agency to the City of Firebaugh ("Housing Successor") Senate Bill 341 ("SB 341") compliance reporting services for Fiscal Year ("FY") 2021-22, due April 1, 2023. RSG has previously prepared the Housing Successor Agency Annual Report ("SB 341 Report") for FY 2013-14 through FY 2020-21 for the Housing Successor.

This letter presents our scope of services and fee estimate for the below listed Scope of Services. We welcome the opportunity to discuss this proposal with you in further detail.

SCOPE OF SERVICES

Pursuant to SB 341, RSG will prepare the Fiscal Year 2021-22 report detailing compliance with the expenditure limitations specified in SB 341. As required by SB 341, the SB 341 Report will provide the following information:

- The amount deposited into the Low and Moderate-Income Housing Asset Fund ("Housing Fund");
- A statement of the balance of the Housing Fund;
- A description of expenditures by category;
- The statutory value of real property;
- A description of transfers;
- A description of projects that receive funding through the ROPS;
- The status of properties pursuant to the five-year disposition period;
- An update on the inclusionary and replacement housing obligation;
- Compliance with expenditures in the five-year period;
- The percentage of senior deed-restricted units; and
- The amount of excess surplus.

Ben Gallegos, City Manager
CITY OF FIREBAUGH
November 5, 2021
Page 2

Once completed, RSG will submit the SB 341 report to the California Department of Housing and Community Development by April 1, 2023, as legally required.

PROJECT TEAM

The Principal-in-Charge of this engagement will be Tara Matthews with other RSG staff assigned as needed. Resumes of our consultant team are available for your review at www.webrsg.com.

COST

Our services would be charged as a fixed fee of **\$6,000**, which will be billed to the City and funded by either the General Fund or the Housing Fund at the time of completion. Any services in excess of the quoted amounts will be conducted with City staff's authorization and may require a contract amendment. Our services for this engagement would be charged on a time-and-materials basis using the billing rates below.

HOURLY BILLING RATES:

Principal/Director	\$ 275
Senior Associate	200
Associate	185
Senior Analyst	150
Analyst	135
Research Assistant	125
Technician	80
Clerical	60

Reimbursable Expenses Cost plus 10%

Thank you for the opportunity to assist the City and the Housing Successor. If you have any questions, please do not hesitate to contact us at 714.316.2111 or at tmatthews@webrsg.com.

Sincerely,
RSG, Inc.


Tara Matthews
Principal

AUTHORIZED AND APPROVED BY:
City of Firebaugh

Signature

Name

Title

FIREBAUGH SUCCESSOR AGENCY

STAFF REPORT

Date: December 20, 2021
To: Successor Agency to the Firebaugh Redevelopment Agency
From: Ben Gallegos, City Manager
Subject: 2022-23 Recognized Obligation Payment Schedule and Administrative Budget

Summary/Recommendation

Adopt a resolution of the Successor Agency to the Firebaugh Redevelopment Agency approving the Recognized Obligation Payment Schedule ("ROPS") 2022-23 and Administrative Budget for the July 1, 2022, through June 30, 2023 period.

Discussion/Analysis

Background

On December 29, 2011, the California Supreme Court issued its decision in *CRA v. Matosantos*, upholding AB 1X 26, which dissolved all redevelopment agencies in California, and overturning AB 1X 27, the "voluntary alternative redevelopment program." After the redevelopment program provided in AB 1X 27 was ruled unconstitutional by the Court, all California redevelopment agencies were required to dissolve. On February 1, 2012, redevelopment agencies throughout the State were eliminated and successor agencies assumed the responsibility of winding down the activities of their respective redevelopment agencies. The City of Firebaugh ("City") serves as the Successor Agency of the former Firebaugh Redevelopment Agency.

As Successor Agency, the City is responsible for all of the assets, properties, contracts, leases, obligations, and records of the former Redevelopment Agency. For the Successor Agency to continue paying obligations of the former Redevelopment Agency, ABx1 26 requires the Successor Agency to prepare an annual Recognized Payment Obligation Schedule ("ROPS") setting forth the Successor Agency's payment obligations for two six-month periods. The ROPS shall include any bonds, loans, payments required by the federal government, contracts, costs associated with Disposition and Development Agreements, and other similar obligations to third parties. Since its passage, the legislature has made several key changes to the Health and Safety Code ("HSC") sections that establish the ROPS process.

County-Wide Oversight Board

Local oversight boards were dissolved and succeeded by a single Countywide oversight board on July 1, 2018, pursuant to HSC section 34179(j). The Countywide oversight board has broad authority to set administrative budgets, approve enforceable obligations, and otherwise direct the successor agency to perform activities to wind down the former redevelopment agencies. The Countywide oversight board has jurisdiction over fifteen successor agencies, including the Firebaugh Successor Agency. The 2022-23 ROPS and Administrative Budget prepared by the Firebaugh Successor Agency will go for approval by this new Fresno County Oversight Board at its meeting on January 20th, 2022, which will be held at 2:00pm in the afternoon. Fresno Countywide Oversight Board meetings are scheduled for the 4th Thursday of the month, every three months, and going forward, any items the Successor Agency wishes to submit for the agenda are due three weeks in advance of each meeting.

Recognized Obligation Payment Schedule

HSC Section 34177(l) requires the Successor Agency to prepare a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for repaying obligations. The 15th ROPS, covering the period July 1, 2022, through June 30, 2023 ("22-23 period"), must be approved by the Fresno county-wide County Oversight Board ("Oversight Board") and sent to the California State Department of Finance ("DOF") and the County Auditor-Controller no later than February 1, 2022. The Successor Agency may face a fine of \$10,000 per day for ROPS submitted after this deadline. Distribution of redevelopment property tax revenue will occur on June 1, 2022, and January 2, 2023.

DOF annually provides the Successor Agency with a partially completed ROPS form for standardization and consistency with its automated tracking system. DOF continues to make minor annual changes to the ROPS forms and to the process for submitting the ROPS. The ROPS no longer contains a Prior Period Adjustment Tab, and instead, commencing October 1, 2018, and annually thereafter, the differences between actual payments and past estimated and approved obligations on the ROPS, shall be submitted by the Successor Agency to the Fresno County Auditor-Controller for review and adjustment to future distributions. The Successor Agency submitted its 2019-20 PPA to the Fresno County Auditor-Controller on time, reporting a difference between approved RPTTF and spent RPTTF of \$26,862. The PPA is primarily comprised of unspent administrative allocation, which has prompted the Successor Agency to request less money for administrative costs in subsequent ROPS periods. This amount will likely be credited by DOF against the RPTTF approved for 2022-23.

The items on the ROPS are substantially the same as those included on ROPS 21-22. The Successor Agency is requesting a total of \$568,910 in Redevelopment Property Tax Trust Fund money to fund ROPS obligations, which includes \$425,977 for the first half of the fiscal year and \$142,933 for the second half of the fiscal year. The obligations listed on the ROPS include:

- 2014 Refunding Bond Debt Service
- Bond Disclosure Fees
- Successor Agency Administrative Costs

Last and Final ROPS

Pursuant to HSC section 34191.6 (a), beginning January 1, 2016, agencies that have received a Finding of Completion may submit a Last and Final ROPS if all the following conditions are met:

- 1) The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- 2) All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- 3) The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

A Last and Final ROPS will reduce the administrative burden on the Successor Agency and eliminate the need for Oversight Board meetings to approve the ROPS (the Oversight Board will still have to convene to approve property sales). The Firebaugh Successor Agency may consider submitting a Last and Final ROPS; however, it only has two opportunities to amend the Last and Final ROPS once it has been submitted. While the Successor Agency could consider this option because all Property Management Plan properties have been sold (the last Property Management Plan property was sold in December 2017), the administrative allowance may be significantly reduced if a Last and Final ROPS is approved. Although not defined in the law, DOF has, in some cases, taken the position that each ROPS line item will be allocated a \$5,000 administrative allowance, though there have been other instances wherein they only allowed \$5,000 total for multiple obligations listed. However, because the Successor Agency's administrative costs continue to decrease and are largely related to the preparation of the ROPS, this may be something that should be considered. A Last and Final ROPS can be approved at any time throughout the year, so the Successor Agency has time to consider these factors.

Administrative Budget

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. The Administrative Budget comprises the proposed administrative expenditures. The maximum administrative cost allowance a successor agency can receive is 50 percent of the RPTTF distributed in the prior fiscal year for non-administrative obligations, which in this case is 50 percent of \$502,323, the total non-administrative obligations in ROPS 20-21.

The ROPS 22-23 requests an administrative allowance of \$65,500. Despite the fact that the agency is eligible to request a full \$250,000, in an effort to use RPTTF most efficiently, it is only requesting \$65,500 because this aligns with its actuals and is to the scale of its obligations. The administrative costs the agency expects to incur include salaries and wages, and benefits, for the staff associated with the Successor Agency, as well as attorneys' fees, consulting contract fees, and the annual audit fees.

Fiscal Impact

Adoption and transmittal of the ROPS is necessary to receive revenue from the Redevelopment Property Tax Trust Fund to fund the Successor Agency's financial obligations from July 1, 2022, through June 30, 2023.

Attachments

Attachment 1:

Resolution approving the Recognized Obligation Payment Schedule 2022-23 and Administrative Budget for July 1, 2022, through June 30, 2023.

RESOLUTION NO. 21-47

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2022, THROUGH JUNE 30, 2023, AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2022, THROUGH JUNE 30, 2023

WHEREAS, the City of Firebaugh has elected to serve as the Successor Agency to the former Firebaugh Redevelopment Agency (“Successor Agency”) pursuant to Assembly Bill x1 26 (“AB x1 26” or the “Dissolution Act”) as codified in the California Health & Safety Code (“H&SC”); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule (“ROPS”) for the ensuing twelve-month period for consideration by a local oversight board and California State Department of Finance (“DOF”) for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

WHEREAS, the Dissolution Act requires that the proposed ROPS be transmitted to the oversight board, county auditor-controller, county executive officer, and DOF, after which time the oversight board may approve and transmit the adopted ROPS to DOF and the county auditor-controller for their consideration; and

WHEREAS, the Fresno County Consolidated Oversight Board (“Oversight Board”), formed July 1, 2018, has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Firebaugh; and

WHEREAS, the proposed ROPS for the twelve-month period from July 1, 2022, through June 30, 2023, attached hereto as Exhibit “A” has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

WHEREAS, Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency’s “Administrative Budget” is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the up-coming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, the Successor Agency desires to approve ROPS 2022-23 along with the administrative budget for the July 1, 2022, to June 30, 2023, and transmit it to various parties as required by the Dissolution Act and AB 1484.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS and Administrative Budget. The Successor Agency hereby approves and adopts the ROPS and Administrative Budget covering the period July 1, 2022, through June 30, 2023, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Act and AB 1484.

Section 3. Posting; Transmittal to Appropriate Agencies. The City Manager is hereby authorized and directed to post of copy of the ROPS and Administrative Budget on the City's website and transmit a copy of the ROPS and Administrative Budget to the Oversight Board for their approval and to the offices of the Fresno County Auditor-Controller, the Fresno County Executive Officer, and the State Controller's Office.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 20th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

CHAIRPERSON

RITA LOZANO, DEPUTY CITY CLERK

APPROVED AS TO FORM:

SUCCESSOR AGENCY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FIREBAUGH)

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh, and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 20th day of December 2021.

Rita Lozano, Deputy City Clerk

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23

AND

ADMINISTRATIVE BUDGET

July 1, 2022, through June 30, 2023

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Firebaugh

County: Fresno

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 458,727	\$ 110,183	\$ 568,910
F RPTTF	393,227	110,183	503,410
G Administrative RPTTF	65,500	-	65,500
H Current Period Enforceable Obligations (A+E)	\$ 458,727	\$ 110,183	\$ 568,910

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Firebaugh
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$8,012,743		\$568,910	\$-	\$-	\$-	\$393,227	\$65,500	\$458,727	\$-	\$-	\$-	\$110,183	\$-	\$110,183
1	Successor Agency Administrative Budget	Admin Costs	02/01/2012	06/01/2036	Employees of Successor Agency, Contracted Consultants, and Operations	Detailed in Successor Agency Administrative Budget	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	982,500	N	\$65,500	-	-	-	-	65,500	\$65,500	-	-	-	-	-	\$-
22	2014 Refunding Bonds Series A	Refunding Bonds Issued After 6/27/12	05/30/2014	12/01/2035	Western Alliance Bank	Refunding of 2005 TABs	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	5,134,301	N	\$156,804	-	-	-	78,402	-	\$78,402	-	-	-	78,402	-	\$78,402
23	2014 Refunding Bonds Series B	Refunding Bonds Issued After 6/27/12	05/30/2014	12/01/2035	Western Alliance Bank	Refunding of 2005 TABs	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	1,847,942	N	\$342,606	-	-	-	310,825	-	\$310,825	-	-	-	31,781	-	\$31,781
24	Continuing Disclosure Services	Professional Services	06/16/2014	12/01/2035	A.M. Peche & Associates LLC	Continuing disclosure services associated with the 2014 refunding bonds	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project,	48,000	N	\$4,000	-	-	-	4,000	-	\$4,000	-	-	-	-	-	\$-

[illegible]

Firebaugh
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources				Non-Admin and Admin	Comments
		Bond Proceeds		Reserve Balance	Other Funds		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.		
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	343,698		342,469	75,033	21,164	E: 17-18 PPA of \$151,661 to be spent in 20-21 + \$190,808 in 18-19 PPA held for 21-22; F: \$11,869 in OF to be spent on ROPS 21-22 + \$63,164 in CRPF cash balance unspent; G: 16-17 PPA of \$21,164 to be spent in 19-20;
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				3,895	563,105	F: Interest income;
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	343,698				557,407	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			342,469	11,869		E: \$151,661 17-18 PPA to be spent in 20-21 + \$190,808 in 18-19 PPA held for 21-22; F: \$11,869 in Other funds from 18-19 to be spent in 21-22;
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA			No entry required		26,862	19-20 PPA

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
	form submitted to the CAC						
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$67,059	\$-	

Firebaugh
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
1	
22	
23	
24	

Firebaugh Successor Agency Administrative Budget (Fiscal Year 2022-23)

External Consultants

Attorney Costs	\$	5,000
Annual Audits		5,000
Consultant Costs		20,000
	\$	30,000

Successor Agency Expenses

Salaries and Benefits		35,500
	\$	35,500

Estimated Grand Total	\$	65,500
------------------------------	-----------	---------------

FY 2022-23 Administrative Activities

County AC and OB Correspondence/Coordination	Successor Agency Staff, RSG, Legal Counsel
State DOF Correspondence/Coordination	Successor Agency Staff, RSG, Legal Counsel
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel
Prepare Admin Budget	Successor Agency Staff, RSG, Legal Counsel
Management of Dissolution Activities	Successor Agency Staff, RSG, Legal Counsel
Annual Audit	Bryant Jolley
Manage/Monitor Finances	Successor Agency Staff, RSG
Agenda/Minutes/Brown Act Records Assistance	Successor Agency Staff

FIREBAUGH HOUSING SUCCESSOR

STAFF REPORT

Date: December 20, 2021
To: Housing Successor to the Firebaugh Redevelopment Agency
From: Ben Gallegos, City Manager
Subject: Housing Successor Agency Annual Report for Fiscal Year 2020-21

Summary/Recommendation

Receive and File the City of Firebaugh Housing Successor Agency Annual Report for Fiscal Year 2020-21.

Discussion/Analysis

Housing Successor Agency Annual Report

Health and Safety Code (“HSC”) Section 34176.1 (enacted by Senate Bill 341 and Assembly Bill 1793) requires successor housing entities to prepare an annual report documenting compliance with expenditure proportionality and other requirements pertaining to the Low- and Moderate-Income Housing Asset Fund. The report is due to the California Department of Housing and Community Development (“HCD”) by April 1st.

The Annual Report includes the following information required by law:

- Amounts deposited into the Housing Asset Fund.
- Statement of the balance of the Housing Asset Fund.
- Description of expenditures by category.
- Statutory value of real property.
- Description of transfers from the former Firebaugh Redevelopment Agency.
- Description of projects that receive funding through the Successor Agency’s Recognized Obligation Payment Schedule.
- Status of property disposition efforts.
- Update on inclusionary and replacement housing obligations.
- Compliance with five-year expenditure obligations.
- Percentage of senior deed-restricted units.
- Amount of excess surplus.
- An inventory of homeownership units with affordability restrictions.

Low- and Moderate-Income Housing Asset Fund

The Housing Asset Fund includes all the remaining housing assets that were transferred from the Firebaugh Redevelopment Agency (“Agency”) to the City of Firebaugh (“City” or “Housing Successor”) upon dissolution of the former Agency. The assets include:

- Real properties,
- Loan/grants receivable, and
- Rent income.

A total of \$43,394 was deposited into the Housing Asset Fund during Fiscal Year 2020-21. At the close of Fiscal Year 2020-21, the ending asset balance in the Housing Asset Fund was \$473,841.

There were no expenditures from the Housing Asset Fund in Fiscal Year 2020-21. The statutory value of the properties and loans transferred to the Housing Successor totaled \$350,000 for Fiscal Year 2020-21.

Property and Project Descriptions

At the time of dissolution, the former Agency requested to transfer two real estate parcels and the rental income associated with them – 1238 P Street (APN 008-075-11) and 1264 P Street (APN 008-075-03) located near 13th Street in the City of Firebaugh – to the Housing Successor. The California Department of Finance (“DOF”) objected to these transfers and the former Agency subsequently sold the properties to the Fresno County Housing Authority. The parcels were used to develop the Firebaugh Gateway Apartments, a 30-unit senior housing complex. Construction broke ground in December 2015 and was completed in 2016.

Outstanding Inclusionary and Replacement Housing Obligations

At the time of its dissolution, the former Agency had met its inclusionary housing requirements and had no replacement housing obligations. Therefore, the Housing Successor has no outstanding obligations related to inclusionary housing or replacement housing.

Income & Age Proportionality

If housing successors expend money on projects, SB 341 requires at least 30 percent to be spent on extremely low-income rental housing, among other restrictions. The Housing Successor did not have expenditures to report in Fiscal Year 2020-21. With no expenditures to report, the Housing Successor is by default compliant with the proportionality requirements for the fiscal year.

SB 341 also sets a limit on the portion of publicly assisted deed-restricted rental housing that may be restricted to seniors to no more than 50% of the total aggregate number of rental units produced within the preceding ten years. Over the last decade, 40 affordable units were constructed completed at the end of 2016 as part of the Gateway project. Of the total, 30 units (75%) were and are restricted to seniors, which places the Housing Successor over the limit. As a result, the Housing Successor may not spend Housing Asset Funds on senior rental housing until it meets this requirement. Rather, the Housing Successor should be considering rental housing development that is not age-restricted to seniors, or homeownership development.

Excess Surplus

SB 341 reinstated a requirement to prevent housing successors from accumulating an excess surplus, which is generally defined as unencumbered cash that exceeds the greater of \$1 million or the aggregate amount deposited into the Housing Asset Fund in the preceding four years.

The Housing Successor’s beginning cash balance of \$57,580 is well below the \$1 million limit, which itself is much greater than the aggregate prior year deposits. Therefore, the Housing Successor has no excess surplus for Fiscal Year 2020-21

Homeownership Unit Inventory

SB 341 requires the annual reporting of any homeownership units assisted by the Housing Successor that are subject to restrictions, covenants, or an adopted program that protects Housing Asset Fund monies. In Fiscal Year 2020-21, as a result of the market-rate sale of two homes (693 Rev Kantor Street & 638 Dodderer Street) with long-term affordability covenants, the grants associated with these properties were repaid, yielding \$5,500 in revenue to the Housing Asset Fund. The Housing Successor now oversees a remaining 120 homeownership units with 30-year affordability restrictions.

Fiscal Impact

The Housing Successor Agency Annual Report provides information on Fiscal Year 2020-21 activities and does not have any fiscal impact.

Attachments

Attachment 1: City of Firebaugh Housing Successor Agency Annual Reports for Fiscal Year 2019-20

SENATE BILL 341 ANNUAL REPORT
Firebaugh Housing Successor

Fiscal Year 2020-21



TABLE OF CONTENTS

TABLE OF CONTENTS	1
INTRODUCTION	2
HOUSING SUCCESSOR REQUIREMENTS	2
ASSETS TRANSFERRED TO HOUSING SUCCESSOR	3
HOUSING ASSET FUND ACTIVITY	3
EXPENDITURE LIMIT COMPLIANCE	5
SENIOR RENTAL HOUSING LIMIT COMPLIANCE	5
DEPOSITS AND FUND BALANCE	6
EXCESS SURPLUS	7
TRANSFERS TO OTHER HOUSING SUCCESSORS	7
HOUSING SUCCESSOR PORTFOLIO	8
PROPERTIES AND DISPOSITION STATUS	8
LOANS RECEIVABLE	8
HOMEOWNERSHIP ASSISTED UNITS	9
APPENDIX 1 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS	12
APPENDIX 2 – HOUSING ASSET TRANSFER FORM	13
APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS	14

INTRODUCTION

The City of Firebaugh ("City") named itself as the successor housing entity ("Housing Successor") on January 23, 2012 by the adoption of Resolution No. 12-02. The Housing Successor is the successor housing entity to the former Firebaugh Redevelopment Agency ("Agency"), which was dissolved by State law.

This Housing Successor Agency Annual Report ("Annual Report") contains information on Fiscal Year ("FY") 2020-21 finances and activities as required by Health and Safety Code ("HSC") Section 34176.1(f), to show that the Housing Successor is in compliance. FY 2020-21 also marks the second year of the second five-year compliance period for income proportionality, which began in 2019-20. This Annual Report details how the Housing Successor has met all requirements for expenditures by income level from July 1, 2020 through June 30, 2021.

The Annual Report is due to the California Department of Housing and Community Development ("HCD") by December 31 annually, and must be accompanied by an independent financial audit. The City's audited financial statements will be posted on the City website when available.

HOUSING SUCCESSOR REQUIREMENTS

Senate Bill ("SB") 341¹ and subsequent legislation enacted several requirements for housing successor agencies. Housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high balance based on certain thresholds.

¹ 2013-14 legislative session

3. Properties must be developed with affordable housing within five to ten years of being approved for transfer from the former redevelopment agency to the housing successor.

The requirements are designed to ensure that housing successors are actively utilizing former Agency housing assets to produce affordable housing. Appendix 1 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

ASSETS TRANSFERRED TO HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer Form ("HAT") that provided an inventory of all housing assets transferred from the Agency to the Housing Successor. In Firebaugh this included:

1. Real properties;
2. Loans and grants receivable; and
3. Rent Income.

All items on the HAT were approved by the California Department of Finance ("DOF") on September 5, 2012. A copy of the HAT is provided as Appendix 2.

HOUSING ASSET FUND ACTIVITY

Former Agency assets, and the revenues generated by those assets, are maintained in the Housing Successor's Low and Moderate Income Housing Asset Fund ("Housing Asset Fund").² Housing Asset Funds may be spent on:

² The Housing Asset Fund replaced the former Agency's Low and Moderate Income Housing Fund.

- **Administrative costs** up to \$200,000 per year adjusted for inflation, or 5% of the statutory value of real property owned by the Housing Successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater. 5% of the Housing Successor portfolio was \$15,139 (5% of \$302,786). Therefore, the FY 2020-21 inflation-adjusted limit per HCD for the Housing Successor was \$223,400.
- **Homeless prevention and rapid rehousing services** up to \$250,000 per year if the former Agency did not have any outstanding housing inclusionary or replacement housing production requirements.
- **Affordable housing development** assisting households up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets.

Five-Year Income Proportionality: If any Housing Asset Funds are spent on affordable housing development, it triggers a requirement to spend at least 30 percent of such expenses assisting extremely low income households (30% AMI) and no more than 20 percent on low income households (between 60-80% AMI) per five-year compliance period. The first five-year compliance period was January 1, 2014 through June 30, 2019 and the second five-year compliance period will be from July 1, 2019 through June 30, 2024.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% AMI, as long as it was 20 percent or less of the total expenditures during the five-year compliance period.

Ten-Year Age Proportionality: If more than 50% of the total aggregate number of rental units produced by the City, Housing Successor, or former Agency during the past 10 years are restricted to seniors, the Housing Successor may not spend more Housing Asset Funds on senior rental housing.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

EXPENDITURE LIMIT COMPLIANCE

The Housing Successor complied with all Housing Asset Fund spending restrictions in FY 2020-21, including income targeting requirements for the five-year compliance period to date:³

- The Housing Successor had no administrative costs and, therefore, did not exceed the maximum amount for FY 2020-21.
- No homeless prevention or rapid rehousing expenses were made in FY 2020-21 and, therefore, the Housing Successor did not exceed the maximum amount.
- No affordable housing development-related expenditures were made, so the five-year compliance period income targets do not apply.

The Housing Successor will ensure it meets all annual expenditure requirements going forward, as well as for the ongoing current five-year compliance period of July 1, 2019 through June 30, 2024. Failure to comply with the extremely low income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on these income categories until in compliance.

SENIOR RENTAL HOUSING LIMIT COMPLIANCE

The Housing Successor does not comply with the limit allowing no more than 50 percent of the total aggregate number of rental units produced within the preceding ten years to be restricted to seniors. Over the last decade, 40 affordable units were constructed. The Gateway Project was developed in 2016 and included 30 senior units (75%) and 10 non-senior units (25%). The number of senior restricted units from the Gateway Project places the Housing Successor over the 50 percent limit. As a result, the

³ The Housing Asset Fund figures in this Annual Report are based on unaudited numbers that were available at the time this report was prepared. They might vary slightly from audited numbers once the City's annual audit is complete.

Housing Successor may not spend Housing Asset Funds on senior rental housing until it meets this requirement.

No other affordable housing developments have been built in the last 10 years. There are currently two affordable housing projects in the pipeline, one by Cen Cal Builders and another called Greystone Estates. Both projects are under construction as of the writing of this report. Neither Greystone Estates nor the Cen Cal Builders project have been assisted with Housing Asset Fund monies.

DEPOSITS AND FUND BALANCE

The Housing Successor deposited \$43,394 into the Housing Asset Fund during FY 2020-21.

This revenue resulted from the release of affordability covenants for the 693 Rev Kantor Street and the 638 Dodderer Street properties and two interest payments from the San Joaquin Vista Apartments. The 693 Rev Kantor Street and 638 Dodderer Street properties were associated with a conditional grant valued originally at \$7,500. The grants are forgiven if the owner remains the owner for 30 years or resells the property to another low-income buyer. The two properties were sold but not to low-income buyers and, therefore, the remaining grant amount in the amount of \$2,750 became due to the Housing Successor. The Housing Asset Fund cash balance as of June 30, 2021 was \$473,841 as summarized in Table 1.

Table 1 Housing Asset Fund Ending Balance FY 2020-21	
Balance Type	Amount
Beginning Balance	\$ 57,580
<i>FY 2020-21 Deposits</i>	
693 Rev Kantor St. - Release of Covenant	\$ 2,750
638 Dodderer St. - Release of Covenant	\$ 2,750
San Joaquin Vista Apartments Interest Payment(s)	\$ 37,894
LMIHF Interest Receivable	\$ 22,867
LMIHF Note Receivable - San Joaquin Vista Apartments	\$ 200,000
LMIHF Note Receivable - San Joaquin Villas	\$ 150,000
Ending Balance	\$ 473,841

EXCESS SURPLUS

The Housing Asset Fund may not accumulate an “excess surplus”, which is an unencumbered amount that exceeds the greater of \$1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing.

The Housing Successor did not have an excess surplus as of FY 2020-21, as shown in Table 2.

Table 2 Excess Surplus Calculation					
Fiscal Year	2016-17	2017-18	2018-19	2019-20	Total 4-Year Deposits
Deposits	\$ 9,595	\$ 11,365	\$ 3,250	\$ 43,394	\$ 67,604
FY 2020-21 Beginning Cash Balance					\$ 57,580
Less: Encumbered Funds					\$ -
Unencumbered Amount ¹					\$ 57,580
Step 1					
\$1 Million, or					\$ 1,000,000
Last 4 Deposits					\$ 34,232
Result: Larger Number					\$ 1,000,000
Step 2					
Unencumbered Cash Balance					\$ 57,580
Larger Number From Step 1					\$ 1,000,000
Excess Surplus					\$ -

¹ As of July 1, 2021

The Housing Successor will continue monitoring its deposits and fund balance to avoid an excess surplus. If the Housing Asset Fund has an excess surplus in the future, the excess surplus must be expended or encumbered within the next three fiscal years. If a housing successor fails to comply, it must transfer any excess surplus to HCD within 90 days of the end of the third fiscal year.

TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1(c)(2).

HOUSING SUCCESSOR PORTFOLIO

PROPERTIES AND DISPOSITION STATUS

At the time of dissolution, the former Agency requested to transfer two real estate parcels and the rental income associated with them – 1238 P Street (APN 008-075-11) and 1264 P Street (APN 008-075-03) located near 13th Street in the City of Firebaugh – to the Housing Successor. The California Department of Finance (“DOF”) objected to these transfers and the former Agency subsequently sold the properties to the Fresno County Housing Authority. The parcels were used to develop the Gateway Project.

HSC Section 34176.1(e) requires all real properties acquired by the Agency prior to February 1, 2012 and transferred to the Housing Successor to be developed pursuant to the requirements detailed in HSC Section 33334.16. All property that falls within these parameters must be developed for affordable housing purposes or sold within five years from the date DOF approved the HAT Form, which would be before September 5, 2017. All Housing Successor properties transferred on the Housing Asset Transfer Form have been developed.

LOANS RECEIVABLE

The Housing Successor Portfolio included two loans receivable transferred from the former Agency as of FY 2020-21. The Portfolio had a value of \$350,000 and is detailed in Table 3.

Table 3
Portfolio Value of Real Properties and Loans Receivable

Asset	Amount
Loans Receivable	
Loan: San Joaquin Development Partnership	\$ 150,000
Loan: Firebaugh San Joaquin Vista Associates	200,000
<i>Subtotal</i>	<i>\$ 350,000</i>
Total Portfolio Value	\$ 350,000

SAN JOAQUIN VISTA APARTMENTS

A loan for \$200,000 was issued on November 16, 2000 to the Firebaugh San Joaquin Vista Associates for the construction of the San Joaquin Vista Apartments, an apartment complex of 47 affordable rental units. Located at 500 P Street in Firebaugh, the San Joaquin Vista Apartments property contains 16 two-bedroom, 24 three-bedroom, and 8 four-bedroom apartments, and is owned by Pacific Communities. Interest payments are paid on the loan annually, including \$37,894 in FY 20-21. No payment on the principal has yet been made. As of June 30, 2021, the outstanding loan balance remained at \$200,000.

SAN JOAQUIN VILLAS

The San Joaquin Development Partnership ("SJDP") received a loan for \$150,000 and was awarded a \$240,000 grant on May 5, 2008. The SJDP also received additional grant funding in the amount of \$300,000 from the Agency on March 22, 2011. The loan and grants were transferred to the Housing Successor to develop and operate the San Joaquin Villas. The SJDP originally was contracted to provide 21 very low-, low-, and moderate-income restricted condominiums. However, due to the subprime mortgage crisis and the 2008-09 recession only 10 of the 21 were constructed. The condos are for-sale units. The units built were Cottage-style, single-family detached units targeted to first-time homebuyers who are at extremely low-income levels of the area median income (30% of AMI). All homes are two stories with three bedrooms, two full bathrooms, and solar power systems. As of June 30, 2021, the loan balance remained at \$150,000.

HOMEOWNERSHIP ASSISTED UNITS

The Housing Successor received 124 affordability covenants. These covenants, recorded with the Fresno County Recorder, assure their respective property meets affordability requirements and remains affordable for 30 years. The covenants were received in exchange for conditional grants given by the Agency, which have a statutory value of \$7,500 each, and were also transferred to the Housing Successor. Four of the covenants and grants have since been terminated; the combined value of the remaining 120 grants was \$900,000. The grants associated with the 693 Rev Kantor Street and 638 Dodderer Street covenants were repaid in FY 20-21 as a result of being sold to non-income eligible buyers. A total of \$12,500 has been repaid to the Housing Successor from the four covenants that have

been terminated. The Housing Successor has not contracted with anyone to manage the assisted units because the units are all single-family homes.

Descriptions of the homeowner assisted units are below:

CERCA DEL RIO III COVENANTS

The Housing Successor received thirty-nine (39) 30-year affordability covenants, each associated with a \$7,500 grant, for the development of a subdivision called Cerca Del Rio III. One covenant associated with the property located at 626 McClain Street has been terminated due to the owner selling the property to a non-income eligible buyer. The properties are single-family homes identified as "Lots 1 through 39 of Tract no. 5202, per the map thereof recorded in Book 68, pages 70 and 71 of Maps, in the Fresno County records". The covenant agreements were executed by the former Agency and Lennar Fresno, Inc. on September 22, 2004 and recorded by the Fresno County Recorder on November 8, 2004. All remaining 38 covenant agreements will expire after November 8, 2034.

DODDERER STREET & REV KANTOR STREET COVENANTS

The Agency transferred thirty-six (36) 30-year affordability covenants to the Housing Successor, each tied to a \$7,500 grant, for the development of a single-family subdivision tract on Dodderer street. An additional 5 affordability covenants for properties on Kantor street were similarly inherited by the Housing Successor. The covenants associated with the properties at 693 Rev Kantor Street and 638 Dodderer Street were terminated after being sold to non-income eligible buyers. All 41 covenant agreements were executed by the former Agency on June 15, 2000 and will expire in 2030.

TRACT 4850

The Housing Successor received forty-four (44) 30-year affordability covenants, each associated with a \$7,500 grant, for the development of a single-family subdivision. One covenant associated with the property located at 744 Lowe Court has been terminated due to the owner selling the property to a non-income eligible buyer. The parcels are identified as "Lots 1 through 44 of Tract no. 4850, per the map thereof recorded in Volume 63 pages 8 and 9 of Plays, Fresno County Records." The covenant agreements were executed by the former Agency and CJM Development on December 20, 1999 and recorded by the Fresno County Recorder on February 27, 2001. All remaining 43 covenant agreements will expire after February 27, 2031.

Table 4 presents an inventory of homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies.

Table 4 Homeownership Unit Inventory							
Item #	Project Name / Address	Year of Transfer to Housing Successor	Affordability Period (Yrs)	Item #	Project Name / Address	Year of Transfer to Housing Successor	Affordability Period (Yrs)
Cerca Del Rio III				Dodderer St.			
1	Lot 1 of Tract 5202 Cerca Del Rio III	2012	30	63	773 Dodderer St.	2012	30
2	Lot 2 of Tract 5202 Cerca Del Rio III	2012	30	64	761 Dodderer St.	2012	30
3	Lot 3 of Tract 5202 Cerca Del Rio III	2012	30	65	759 Dodderer St.	2012	30
4	Lot 4 of Tract 5202 Cerca Del Rio III	2012	30	66	747 Dodderer St.	2012	30
5	Lot 5 of Tract 5202 Cerca Del Rio III	2012	30	67	735 Dodderer St.	2012	30
6	Lot 6 of Tract 5202 Cerca Del Rio III	2012	30	68	723 Dodderer St.	2012	30
7	Lot 7 of Tract 5202 Cerca Del Rio III	2012	30	69	671 Dodderer St.	2012	30
8	Lot 8 of Tract 5202 Cerca Del Rio III	2012	30	70	669 Dodderer St.	2012	30
9	Lot 9 of Tract 5202 Cerca Del Rio III	2012	30	71	651 Dodderer St.	2012	30
10	Lot 10 of Tract 5202 Cerca Del Rio III	2012	30	72	645 Dodderer St.	2012	30
11	Lot 11 of Tract 5202 Cerca Del Rio III	2012	30	73	633 Dodderer St.	2012	30
12	Lot 12 of Tract 5202 Cerca Del Rio III	2012	30	74	621 Dodderer St.	2012	30
13	Lot 13 of Tract 5202 Cerca Del Rio III	2012	30	Tract 4850 (1-44)			
14	Lot 14 of Tract 5202 Cerca Del Rio III	2012	30	75	Lot 1 of Tract 4850	2012	30
15	Lot 15 of Tract 5202 Cerca Del Rio III	2012	30	76	Lot 2 of Tract 4850	2012	30
16	Lot 16 of Tract 5202 Cerca Del Rio III	2012	30	77	Lot 3 of Tract 4850	2012	30
17	Lot 17 of Tract 5202 Cerca Del Rio III	2012	30	78	Lot 4 of Tract 4850	2012	30
18	Lot 18 of Tract 5202 Cerca Del Rio III	2012	30	79	Lot 5 of Tract 4850	2012	30
19	Lot 19 of Tract 5202 Cerca Del Rio III	2012	30	80	Lot 6 of Tract 4850	2012	30
20	Lot 20 of Tract 5202 Cerca Del Rio III	2012	30	81	Lot 7 of Tract 4850	2012	30
21	Lot 21 of Tract 5202 Cerca Del Rio III	2012	30	82	Lot 8 of Tract 4850	2012	30
22	Lot 22 of Tract 5202 Cerca Del Rio III	2012	30	83	Lot 9 of Tract 4850	2012	30
23	Lot 23 of Tract 5202 Cerca Del Rio III	2012	30	84	Lot 10 of Tract 4850	2012	30
24	Lot 24 of Tract 5202 Cerca Del Rio III	2012	30	85	Lot 11 of Tract 4850	2012	30
25	Lot 25 of Tract 5202 Cerca Del Rio III	2012	30	86	Lot 12 of Tract 4850	2012	30
26	Lot 26 of Tract 5202 Cerca Del Rio III	2012	30	87	Lot 13 of Tract 4850	2012	30
27	Lot 27 of Tract 5202 Cerca Del Rio III	2012	30	88	Lot 14 of Tract 4850	2012	30
28	Lot 28 of Tract 5202 Cerca Del Rio III	2012	30	89	Lot 15 of Tract 4850	2012	30
29	Lot 29 of Tract 5202 Cerca Del Rio III	2012	30	90	Lot 16 of Tract 4850	2012	30
30	Lot 30 of Tract 5202 Cerca Del Rio III	2012	30	91	Lot 17 of Tract 4850	2012	30
31	Lot 31 of Tract 5202 Cerca Del Rio III	2012	30	92	Lot 19 of Tract 4850	2012	30
32	Lot 32 of Tract 5202 Cerca Del Rio III	2012	30	93	Lot 20 of Tract 4850	2012	30
33	Lot 33 of Tract 5202 Cerca Del Rio III	2012	30	94	Lot 21 of Tract 4850	2012	30
34	Lot 34 of Tract 5202 Cerca Del Rio III	2012	30	95	Lot 22 of Tract 4850	2012	30
35	Lot 35 of Tract 5202 Cerca Del Rio III	2012	30	96	Lot 23 of Tract 4850	2012	30
36	Lot 36 of Tract 5202 Cerca Del Rio III	2012	30	97	Lot 24 of Tract 4850	2012	30
37	Lot 38 of Tract 5202 Cerca Del Rio III	2012	30	98	Lot 25 of Tract 4850	2012	30
38	Lot 39 of Tract 5202 Cerca Del Rio III	2012	30	99	Lot 26 of Tract 4850	2012	30
Dodderer St.				100	Lot 27 of Tract 4850	2012	30
39	614 Dodderer St.	2012	30	101	Lot 28 of Tract 4850	2012	30
40	626 Dodderer St.	2012	30	102	Lot 29 of Tract 4850	2012	30
42	640 Dodderer St.	2012	30	103	Lot 30 of Tract 4850	2012	30
43	652 Dodderer St.	2012	30	104	Lot 31 of Tract 4850	2012	30
44	664 Dodderer St.	2012	30	105	Lot 32 of Tract 4850	2012	30
45	676 Dodderer St.	2012	30	106	Lot 33 of Tract 4850	2012	30
46	728 Dodderer St.	2012	30	107	Lot 34 of Tract 4850	2012	30
47	730 Dodderer St.	2012	30	108	Lot 35 of Tract 4850	2012	30
48	742 Dodderer St.	2012	30	109	Lot 36 of Tract 4850	2012	30
49	754 Dodderer St.	2012	30	110	Lot 37 of Tract 4850	2012	30
50	766 Dodderer St.	2012	30	111	Lot 38 of Tract 4850	2012	30
51	788 Dodderer St.	2012	30	112	Lot 39 of Tract 4850	2012	30
52	810 Dodderer St.	2012	30	113	Lot 40 of Tract 4850	2012	30
53	822 Dodderer St.	2012	30	114	Lot 41 of Tract 4850	2012	30
54	834 Dodderer St.	2012	30	115	Lot 42 of Tract 4850	2012	30
55	839 Dodderer St.	2012	30	116	Lot 43 of Tract 4850	2012	30
56	841 Dodderer St.	2012	30	117	Lot 44 of Tract 4850	2012	30
				Kantor St.			
57	846 Dodderer St.	2012	30	118	Lot 21 of Tract 4851 Rev. Kantor St.	2012	30
58	853 Dodderer St.	2012	30	120	Lot 23 of Tract 4851 Rev. Kantor St.	2012	30
59	858 Dodderer St.	2012	30	121	Lot 24 of Tract 4851 Rev. Kantor St.	2012	30
60	860 Dodderer St.	2012	30	122	Lot 25 of Tract 4851 Rev. Kantor St.	2012	30
61	827 Dodderer St.	2012	30				
62	815 Dodderer St.	2012	30				

Note: 744 Lowe Ct., 626 McClain St., 638 Dodderer St., and 693 Rev Kantor St. have been removed as a result of being sold.
Source: City of Firebaugh

APPENDIX 1 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

Housing Successor Reporting Requirements Health and Safety Code Section 34176.1(f)	
Housing Asset Fund Revenues & Expenditures	<p>Total amount deposited in the Housing Asset Fund for the fiscal year</p> <p>Amount of deposits funded by a Recognized Obligation Payment Schedule ("ROPS")</p> <p>Statement of balance at the close of the fiscal year</p> <p>Description of Expenditures for the fiscal year, broken out as follows:</p> <ul style="list-style-type: none"> • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted <p>Description of any transfers to another housing successor for a joint project</p>
Other Assets and Active Projects	<p>Description of any project(s) funded through the ROPS</p> <p>Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already</p> <p>Other "portfolio" balances, including:</p> <ul style="list-style-type: none"> • Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable <p>Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low and Moderate Income Housing Fund</p>
Obligations & Proportionality	<p>Description of any outstanding production obligations of the former Agency that were inherited by the Housing Authority</p> <p>Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle</p> <p>Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Authority, or the City within the past ten years compared to the total number of units assisted by any of those three agencies</p> <p>Amount of any excess surplus, and, if any, the plan for eliminating it</p>

APPENDIX 2 – HOUSING ASSET TRANSFER FORM

The Housing Asset Transfer Form is attached as a separate document.

APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Housing Asset Fund Expenditure Requirements <i>Health and Safety Code Section 34176.1</i>		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring	\$223,400 maximum for FY 2020-21 (limit varies each year)	Administrative activities such as: <ul style="list-style-type: none"> Professional services (consultant fees, auditor fees, etc.) Staff salaries, benefits, and overhead for time spent on Housing Successor administration Compliance monitoring to ensure compliance with affordable housing and loan agreements Property maintenance at Housing Successor-owned properties <p>Capped at \$200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.</p>
Homeless Prevention and Rapid Rehousing Solutions	\$250,000 maximum per fiscal year	Services for individuals and families who are homeless or would be homeless but for this assistance, including: <ul style="list-style-type: none"> Contributions toward the construction of local or regional homeless shelters Housing relocation and stabilization services including housing search, mediation, or outreach to property owners Short-term or medium-term rental assistance Security or utility deposits Utility payments Moving cost assistance Credit repair Case management Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	"Development" includes: <ul style="list-style-type: none"> New construction Acquisition and rehabilitation Substantial rehabilitation Acquisition of long-term affordability covenants on multifamily units Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Housing Asset Fund Expenditure Requirements

Health and Safety Code Section 34176.1

Expense Category	Limits	Allowable Uses
	<i>Income Targets</i>	<p>Every five years (currently FYE 2020-2024), Housing Asset Funds must meet income targets:</p> <ul style="list-style-type: none">• At least 30% on extremely low income rental households (up to 30% AMI or "Area Median Income")• No more than 20% on low income households (60-80% AMI) <p>Moderate and above moderate income households may not be assisted (above 80% AMI).</p> <p>Failure to comply with the extremely low income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance.</p> <p>Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.</p>
	<i>Age Targets</i>	<p>For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors.</p> <p>If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.</p>